

CATERING AND CONCESSION AGREEMENT

made and entered into

October 2, 1996

by and between

LMI/HHI, LTD.,
a Texas limited partnership
d/b/a LEISURE MANAGEMENT INTERNATIONAL

and

SPORTSERVICE CORPORATION,
a New York corporation

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CATERING AND CONCESSION AGREEMENT

This Catering and Concession Agreement ("Agreement") is made and entered into this ____ day of _____, 1996, by and between LMI/HHI, LTD., a Texas limited partnership d/b/a LEISURE MANAGEMENT INTERNATIONAL, ("Operator") and SPORTSERVICE CORPORATION, a New York corporation ("Contractor").

WITNESSETH:

WHEREAS, The Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro") is the owner of that certain public assembly facility located in Nashville, Davidson County, Tennessee and commonly known as "The Nashville Arena," for which the Metropolitan Development and Housing Agency acts as the agent for Metro ("MDHA"; and Metro and MDHA being hereinafter collectively referred to as the "Owner"); and

WHEREAS, Owner plans to transfer ownership of the Facility (as herein defined) upon substantial completion of the Facility to The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Sports Authority") subject, among other things, to the terms and provisions of this Agreement; and

WHEREAS, the Owner and the Operator have entered into the Facility Contract (as herein defined); and

WHEREAS, the Operator is authorized to enter into such agreements as Operator deems necessary in conjunction with the management and operation of the Facility, including, without limitation, this Agreement; and

WHEREAS, the Operator, on behalf of Owner, issued a Request for Proposals ("RFP") for catering and concession services for the Facility and no acceptable proposals were received by Operator as a result of the RFP; and

WHEREAS, Owner and Operator have determined that it is in the best interests of the Facility to obtain the services of Contractor in accordance with this Agreement and, as a result, Owner has authorized Operator to execute this Agreement on Owner's behalf, all in accordance with that certain Letter of Authorization from Owner to Operator and Contractor of even date herewith, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Contractor is in the business of catering events and providing catering and concession services to public assembly facilities and similar facilities and is willing to enter into this Agreement for the purpose of catering events and providing concession services subject to the terms hereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and intending to be legally bound hereby, Operator and Contractor agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. All capitalized terms used herein unless otherwise defined herein shall be defined as follows:

“Ad Valorem Tax Payment” shall mean an ad valorem tax imposed, assessed or levied by Metro (or any tax jurisdiction that is a subdivision of Metro) on or with respect to Contractor’s rights and interests created by this Agreement, including, but not limited to, Contractor’s rights of occupancy and use of the Service Areas and Service Equipment; provided, however, the foregoing notwithstanding, in the event that Contractor receives any written notice of any such Ad Valorem Tax Payment, immediate notice thereof shall promptly be provided to Operator and Owner. Owner shall have the right (but not the obligation) to initiate (or cause to be initiated) a contest of any such Ad Valorem Tax Payment, in which event Operator and Contractor shall cooperate in its opposing or contesting of such levy or assessment. In the event of any such contest, Owner, Operator and Contractor shall each bear their own costs and expenses in connection therewith.

“Affiliate” shall mean any Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person.

“Agreement” shall mean this Catering and Concession Agreement.

“Branded Products” shall mean any products sold by Contractor pursuant to a Branded Products Agreement..

“Branded Products Agreements” shall have the meaning set forth in Section 4.1(c).

“Branded Products Charges” shall mean the royalties, franchise, license and advertising fees and other similar charges and all rental payments for vendor-supplied equipment actually paid by Contractor to a Branded Products provider pursuant to a Branded Products Agreement.

“Catered Event” shall mean any event, assembly, function or similar gathering at which Catering Services or Outside Catering are provided by Contractor and any day

upon which the Team Club in the Facility (if the Team Club is ever constructed) is operated by Contractor.

“Catering Services” shall mean the preparation and sale of Refreshments including table and banquet type meal service, for conventions, assemblies and other meetings to be held at the Facility where payment for such services is invoiced to a Person (including, but not limited to, where applicable under this Agreement, backstage catering), first approved by Operator in writing.

“Change of Control” shall mean: (i) change in the organization documents or bylaws of Contractor or of its Directing Person which causes Control of Contractor or the Directing Person to reside in an Unaffiliated Person; (ii) the sale, assignment, pledge, gift or other transfer of all or substantially all of the business and/or assets of Contractor or of the Directing Person thereof to an Unaffiliated Person; (iii) the merger or consolidation of Contractor or the Directing Person if, in the case of Contractor, the surviving entity is not controlled by the Directing Person or, in the case of the Directing Person, the majority of the members of the governing body of the surviving entity are not comprised of persons who are members of the governing body of the Directing Person immediately prior to such merger or consolidation, or (iv) the entering into a lease, operating agreement, management agreement or other arrangement pursuant to which: (1) all or substantially all of the assets of Contractor or of the Directing Person thereof are leased to an Unaffiliated Person, (2) responsibility for the day to day operations of all or substantially all of the business and/or assets of Contractor or of the Directing Person thereof are transferred to an Unaffiliated Person, or (3) responsibility for the day to day management of all or substantially all of the business and/or assets of the Contractor or the Directing Person thereof are transferred to an Unaffiliated Person.

“Claims” shall have the meaning set forth in Section 7.2.

“Club Bar” shall mean that certain area designated as the Club Bar on Exhibit C-1.

“Club Seating and Suite Sales” shall mean, for any Fiscal Year, the aggregate amount of Gross Receipts for such Fiscal Year allocable to the Club Seating and Suite Services.

“Club Seating and Suite Services” shall mean the sale of Refreshments to the Suites and to premium or club seating areas (“Club Seating”) including the Club Bar area as shown on Exhibit “C-1”. Provided, however, that prior to the installation of the Supplemental Equipment and Improvements, no seating area of the Facility shall be deemed to be “Club Seating” and, until such time, the sale of Refreshments by Contractor in such areas shall be deemed to be Concession Services; and, provided further that notwithstanding the foregoing, the Club Bar shall be treated at all times as a Club Seating and Suite Sales area both for the sale of Refreshments by Contractor and computation of the Sales Fee and shall be a premium area in terms of the level of quality, variety and performance of Services in accordance with Quality

Arena Standards (such as, by way of example, and not of limitation, an upscale menu, table meal service, to the extent applicable, and corresponding uniformed personnel).

“Commencement Date” shall mean the date of this Agreement.

“Common Areas” shall mean all loading docks and facilities, elevators, common passage areas, restrooms, locker rooms and laundry facilities and other areas of the Facility, to the extent designated at any time and from time to time by the Operator, as a common area and which may be used by Contractor, on a non-exclusive basis, subject to the terms of this Agreement and any rules, regulations and procedures, from time to time, promulgated by Operator with respect thereto.

“Compensation of On-Site Merchandise Personnel” shall mean the total wages and other compensation paid to an employee working for Contractor with respect to Merchandise Operations, together with the cost of providing “fringe benefits,” employer’s share of social security, disability and worker compensation, employer taxes and other employment costs with respect to such personnel, all to be set forth in the Merchandise Budget.

“Concession Event” shall mean any event, assembly, function or similar gathering at the Facility at which Concession Services and/or Club Seating and Suite Services and/or Restaurant Services are provided by Contractor.

“Concession Sales” shall mean, for any Fiscal Year, the aggregate amount of Gross Receipts for such Fiscal Year allocable to the Concession Services.

“Concession Services” shall mean the preparation and sale of Refreshments to the public through concession stands, either fixed or portable, both within the Facility and at areas outside the Facility which are first approved in writing by Operator, whether at a Public Event or otherwise.

“Conditions to a Transfer” shall have the meaning set forth in Section 9.1(b).

“Contractor” shall mean Sportservice Corporation, a New York corporation.

“Contractor Event of Default” shall mean those certain events of default by Contractor more particularly described in Section 8.3.

“Contractor Purchased Equipment” shall have the meaning set forth in Section 4.8. 

“Control” with respect to any entity, shall mean the power to elect or appoint through ownership or otherwise a majority of the Persons comprising the governing body of the entity.

“Default Rate” shall mean a rate per annum equal to the lesser of (i) a varying rate per annum that is equal to four percent (4%) per annum over the interest rate quoted from time to time by NationsBank of Tennessee, N.A., or its successor, as its prime commercial or similar reference rate (whether or not such rate is its best lending rate), with adjustments in that varying rate to be made on the same date as any change in that rate or (ii) the maximum non-usurious rate permitted by Legal Requirements, with adjustments in that varying rate to be made on the same day as any change in that rate.

“Design Rights” shall mean all intellectual, industrial and other proprietary rights in and to the design, structure or image of the Facility or any portion thereof, including, without limitation, any related trademarks, logos, trade names, service marks or any word, symbol or combination thereof, which is used by Owner and/or Operator to identify the Facility or any part thereof, including the right to copy, reproduce or otherwise exploit the same. Contractor acknowledges and agrees that any and all use of the Design Rights shall inure solely to the benefit of the Owner.

“Directing Person” shall mean the Person which, as of the Commencement Date, has the power to elect or appoint, directly or indirectly, a majority of the Persons comprising the governing body of Contractor.

“Drawings” shall mean the Nashville Arena Food Service and Concessions Drawings dated December 4, 1995 prepared by Hart, Freeland Roberts, Inc., together with those certain equipment specifications to the extent related to the Service Areas, prepared by HOK Sports Facilities Group and dated December 4, 1995, copies of all of which have been provided to each of Owner, Operator and Contractor.

“Exculpatory Language” shall mean the language contained in the following:

“ acknowledges: that this agreement imposes no contractual obligations upon The Metropolitan Government of Nashville and Davidson County [insert names of other Owners] and Leisure Management International and that in the event of a default or breach under this agreement by Contractor of any kind or nature whatsoever, shall look solely to Contractor at the time of the default or breach for remedy or relief.

 hereby expressly waives and releases any and all claims against The Metropolitan Government of Nashville and Davidson County [insert names of other Owners] and Leisure Management International and their respective officers, partners, members, officials, directors, shareholders, agents, attorneys, employees, contractors and consultants, for injury, damage to property or interruption of its use of the Facility, irrespective of the cause of any such injury, damage or interruption, including, without

limitation, any act or omission (whether negligent or otherwise) of The Metropolitan Government of Nashville and Davidson County [insert names of other Owners] and/or Leisure Management International."

"Facility" shall mean that certain public assembly facility located in Nashville, Davidson County, Tennessee and commonly known as "The Nashville Arena," or such other name as shall from time to time be selected by Owner, including all areas within the Facility Site, including, but not limited to, the Facility itself, the proposed Tennessee Sports Hall of Fame, the Convention Center breakout rooms located at the north end of the Facility, the proposed Nashville Convention and Visitors Bureau's Welcome Center, and the Rehearsal Hall, Television Production Facility and the Backstage Tour Area but specifically excluding the Music Bar.

"Facility Contract" shall mean that certain agreement entered into by and between the Owner and Operator, dated as of May 1, 1994, pursuant to the terms of which Operator manages and operates the Facility for and on behalf of the Owner, as same may be modified or amended from time to time.

"Facility Site" shall mean Lot 1 as shown on the Plan of Phase 1, Nashville Arena of record in Plat Book 7900, Page 755, Register's Office for Davidson County, Tennessee, excluding, however, any public right of way thereon or with respect thereto.

"Fiscal Year" shall mean July 1 to June 30, or such other fiscal year period as may from time to time be established by the Operator on behalf of the Owner for the Facility, except that the initial Fiscal Year shall commence on the date hereof and shall terminate on the next succeeding June 30th.

"Governmental Authority" shall mean any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental or quasi-governmental unit (federal, state, county, district, municipal, Owner or otherwise), whether now or hereafter in existence.

"Gross Receipts" shall mean the total amounts paid or payable to Contractor in connection with Contractor's provision of the Services, whether evidenced by cash, check, credit, charge account or otherwise, and shall include the amounts received from the sale of any items from the Facility, together with the amounts received from all orders taken or received at the Facility, whether such orders be filled from there or elsewhere, less only:

(i) Any sales or other taxes collected in connection with the exercise of the Sales Concession or use tax assessed in lieu thereof which are paid to the appropriate Governmental Authority by Contractor;

(ii) Gratuities collected by Contractor, to the extent that such gratuities are actually paid over to employees of Contractor;

(iii) The amount of any reduction in any sale made to the Operator or a third party at the request of the Operator;

(iv) Meals consumed by Contractors' on-duty personnel at no cost to such personnel; and

(v) Amounts received by Contractor for the rental of any equipment or furniture to the extent that such amount is then paid over by Contractor to a third party vendor or lessor; and

(vi) In the case of the Merchandise Operations, the amount of any returns.

In no event shall there be deducted from Gross Receipts any taxes imposed upon the operations or existence of Contractor, such as, without limitation, income taxes (whether federal, state or municipal), franchise taxes, ad valorem taxes, and other similar impositions, nor shall there be deducted any amount or reserve for bad debts from sales on credit (unless in the case of bad debt such bad debt has been first approved by Operator, in its sole discretion, or incurred at the direction of Operator) or bank charges or service charges for credit or credit card sales.

“Hazardous Substances” shall mean substances that are defined or listed in, or otherwise classified pursuant to any Legal Requirements (or other enforceable criteria and guidelines promulgated pursuant thereto) as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” “pollutants,” “contaminants,” “radioactive material,” “petroleum or any fraction thereof” or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, radioactivity, carcinogenicity, reproductive toxicity or “EP toxicity” and petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal energy.

“Impositions” shall mean any tax, charge or imposition of whatever kind or nature, including but not limited to, amusement taxes, sales taxes, excise taxes, rent taxes, use taxes or substitutes therefor imposed by any Governmental Authority.

“Indemnified Party” shall have the meaning set forth in Section 7.2.

“Initial Equipment and Improvements” shall mean the equipment and improvements generally described in the Drawings as modified by Exhibit “B.” but excluding, to the extent applicable, the items shown on Exhibit “B-1”, each of which is attached hereto and

incorporated herein for all purposes. In the event there is a difference between the items set forth in the Drawings and the items listed on Exhibit "B", Exhibit "B" shall control.

“Legal Requirements” shall mean any and all present and future laws, statutes, ordinances, decisions, decrees, statutes, rulings, rules, codes, procedures, orders, regulations, permits, certificates, licenses and other requirements of any Governmental Authority including, without limitation, any safety laws, health laws, environmental laws and laws regarding the rights of and obligations to the handicapped and disabled, including without limitation, the Occupational Safety And Health Act and the Americans With Disabilities Act.

“Merchandise” shall mean (i) all major league professional sports related novelties, toys, souvenirs, clothing, garments and other professional sports related merchandise and goods agreed upon by the parties for sale in the Merchandise Locations (“Pro-Sports Merchandise”) and (ii) such other merchandise (“Other Merchandise”) as may be mutually approved by Operator and Contractor.

“Merchandise Budget” shall mean the budget for the Merchandise Operations including, but not limited to, any capital expenditures for improvements, furniture, fixtures and equipment and related design costs and fees, as such budget is mutually agreed to by Operator and Contractor for each Fiscal Year during the Term.

“Merchandise Expenses” shall mean all actual operating expenses and costs incurred by Contractor in the operation of the Merchandise Operations and all expenditures by Contractor for the design and construction of improvements, furniture, fixtures and equipment required in connection with the Merchandise Operations (the “Merchandise Improvements”), all of which shall be subject to the Merchandise Budget approved by the parties. In particular, such Merchandise Expenses shall include, but not be limited to, the following categories: (i) costs of merchandise; (ii) Compensation of On-site Merchandise Personnel; (iii) all supplies, material, tools and equipment used exclusively with respect to the Merchandise Operations including, but not limited to, janitorial and cleaning supplies; (iv) insurance premiums directly related to the Merchandise Locations; (v) applicable Impositions; and (vi) all expenditures made by Contractor related to the build out of improvements for Merchandise Locations and installation of applicable furniture, fixtures and equipment therein, including but not limited to, architectural and engineering costs and the cost of any applicable mobile carts and kiosks. Merchandise Expenses shall be computed in accordance with generally accepted accounting principals, consistently applied, on an accrual basis; provided, however, the expenses described in subsection (vi) may be expensed in full in the Fiscal Year in which expended.

“Merchandise Improvements” shall have the meaning set forth in Section 4.10.

“Merchandise Locations” shall mean the following: (i) two (2) locations within the Facility, one (1) on the Main Concourse and one (1) on the Upper Concourse, each as shown on the Drawings; (ii) one (1) location within the Food Court Area near the interior

ticket windows, the actual location of which shall be at Operator's sole discretion; and (iii) such additional sites set aside for mobile carts and kiosks, if any, as shall be designated by Operator with the consent of Contractor, which consent shall not be unreasonably withheld or delayed. The parties acknowledge and agree that the Merchandise Locations are being provided as unfinished shell space and in an "AS IS" condition and that the build out of such space shall be performed in accordance with Section 4.10 hereof.

"Merchandise Operations" shall mean the operations conducted by Contractor in connection with the selection, storage, display, promotion and sale of Merchandise in the Merchandise Locations, to the extent that such Merchandise Locations are in fact built out pursuant to Section 4.10.

"Merchandise Profits" shall mean the difference between (i) that portion of Gross Receipts resulting from the Merchandise Operations received during any Fiscal Year and (ii) Merchandise Expenses incurred during the same Fiscal Year, provided that Gross Receipts from the Merchandise Operations exceed Merchandise Expenses for such period; and provided further that to the extent that any expenses referenced in clause (vi) of the definition "Merchandise Expenses" are not offset against Merchandise Profits from any Fiscal Year, such amount which has not been offset shall carry forward to the following Fiscal Year and each Fiscal Year thereafter until such amount(s) shall be offset in full. In no event shall Operator or Owner have any liability for any negative difference between Gross Receipts from Merchandise Operations and Merchandise Expenses for any such Fiscal Year, the risk of any such deficiency being solely that of Contractor.

"Merchandise Sales Fee" shall mean, for any Month during the Term (or any portion hereof), an amount equal to fifty percent (50%) of the Merchandise Profits derived from the Merchandise Operations for such Month.

"Minority Participation Goals" shall have the meaning set forth in Section 4.1(m).

"Month" shall mean any calendar month unless otherwise specifically stated.

"NHL" shall mean the National Hockey League or any successor league.

"NHL Home Games" shall mean any NHL game between the NHL Team and another NHL team for which the NHL Team is the home team responsible for providing the playing site pursuant to applicable NHL rules and regulations.

"NHL Team" shall mean the NHL franchise for the playing of NHL Home Games in Nashville, Tennessee, and the corresponding NHL professional sports organization therefor, including the contracts with individual professional hockey players, coaches and management and every property and asset of such NHL franchise.

“Operator” shall mean LMI/HHI, Ltd., a Texas limited partnership d/b/a Leisure Management International, its successors or assigns, including, but not limited to, the Owner, to the extent a third party operator is not engaged by the Owner following the expiration or termination of the Facility Contract.

“Operator Event of Default” shall mean those certain events of default by Operator more particularly set forth in Section 8.1.

“Other Beneficiaries” shall mean the Owner, each partner of Operator (and their respective owners) and their respective officials, officers, agents and employees.

“Outside Catering” shall mean the preparation and sale of Refreshments by Contractor (or any Affiliate of Contractor) to the Outside Catering Area utilizing the Service Equipment and Service Areas for which Contractor has obtained the prior written approval of Operator, which approval may be withheld in Operator’s sole discretion. Prior to the acceptance by Contractor of any opportunity to provide Outside Catering, Contractor shall furnish written notice of each such Outside Catering opportunity and reasonable details thereof, including copies of any proposed function sheet(s) and contract(s) for such opportunity to Operator. Operator shall approve or disapprove of such engagement of Contractor for Outside Catering within a reasonable period. In no event shall Operator or the Other Beneficiaries assume any risk or liability for the operation by Contractor of Outside Catering or any costs, liabilities, claims, demands, losses or damages (of whatever kind) incurred (directly or indirectly) in connection therewith. Contractor fully assumes any and all such risks and shall indemnify and hold Operator and the Other Beneficiaries fully harmless therefrom.

“Outside Catering Area” shall mean anywhere outside of the Facility.

“Outside Catering Sales” for any event shall mean all Gross Receipts for Outside Catering for such event.

“Owner” shall mean, The Metropolitan Government of Nashville and Davidson County, Tennessee and its agent, the Metropolitan Development and Housing Agency (or any successor in interest to the ownership of the Facility including, but not limited to, the Sports Authority).

“Permitted Transfer” shall have the meaning set forth in Section 9.1.

“Person” shall mean any individual, corporation, partnership, association, trust or other entity whatsoever.

“Public Event” shall mean any Catered Event or Concession Event scheduled by the Operator in which the Facility is open to the general public.

“Quality Arena Standards” shall mean the standard of quality or performance accepted by a majority of those arenas that serve as (or are capable of serving as) the home facility for NHL teams and which arenas are of a similar age, design and ambiance to that of the Facility, including by way of example, and without limitation, America West Arena, Phoenix, Arizona; the Fleet Center, Boston, Massachusetts; Kiel Center, St. Louis, Missouri; and Marine Midland Arena, Buffalo, New York, to the extent that the Facility and its Service Areas are constructed, equipped, furnished and maintained in a manner comparable to those arenas which serve as the basis for establishing the standard contemplated hereby.

“Refreshments” shall mean all refreshments, confections, food, beverages (including alcoholic beverages to the extent permitted by this Agreement and Legal Requirements, now or hereafter in effect), snacks, condiments and all other food products and such other consumable items which are provided by Contractor in connection with the Services.

“Restaurant and Catering Sales” shall mean for any Fiscal Year (or portion thereof), the aggregate amount of Gross Receipts for such Fiscal Year (or portion thereof) allocable to the sale of Refreshments in any Team Club in the Facility (if such Team Club is ever constructed), and the sale of Refreshments pursuant to Catering Services provided for any Catered Event.

“Restaurant and Catering Services” shall mean the Restaurant Services and the Catering Services.

“Restaurant Services” shall mean the preparation and sale of Refreshments from the Team Club (if such Team Club is ever constructed).

“Sales Concession” shall mean the rights and privileges granted to Contractor in Section 2.1 of this Agreement, subject to the exclusions and reservations set forth in this Agreement.

“Sales Fee” shall mean the consideration paid by Contractor to Operator for the Sales Concession, as more particularly set forth in Section 3.1.

“Service Areas” shall mean (i) those certain storage, kitchen and other areas of the Facility outlined and cross-hatched on those Drawings of the Facility attached hereto as Exhibit “C-1” and incorporated herein for all purposes and (ii) following the completion of the Supplemental Equipment and Improvements, those areas of the Facility outlined and cross-hatched on the Drawings of the Facility attached hereto as Exhibit “C-2” and incorporated herein for all purposes.

“Service Equipment” shall mean (i) the Initial Equipment and Improvements, all of which are to be installed in the Service Areas, and (ii) the Supplemental Equipment and Improvements, if and when installed.

“Services” shall mean the Catering Services, the Outside Catering Services, the Concession Services, the Club Seating and Suite Services, Restaurant Services and the Merchandise Operations provided by Contractor hereunder.

“Small Equipment” shall have the meaning set forth in Section 4.7(c).

“Smallwares” shall mean all kitchen utensils, pots, pans and service pieces necessary to operate the Sales Concession hereunder, including, but not limited to, those items similar in type but not quantity to those described on Exhibit “D” hereto. All cutlery, cups and plates will be disposable unless the parties hereto mutual agree otherwise.

“Suite(s)” shall mean those luxury suites, executive suites, sky boxes and/or super suites constructed from time to time in the Facility.

“Supplemental Equipment and Improvements” shall mean the equipment and improvements generally described on Exhibit “B-1” attached hereto and incorporated herein for all purposes. The Exhibit “B-1” list contains a general description by type of improvement, equipment, furniture and fixtures that will not be installed upon the initial construction of the Facility; provided, however, that Operator reserves the right at any time following the Commencement Date and from time to time to amend or modify the list of items set forth in Exhibit “B-1” upon notice to Contractor in order to substitute comparable items for the items set forth thereon or to effect any changes in such items to the extent requested by the NHL Team; provided further, that Operator reserves the right, in its sole discretion, at any time following the Commencement Date and from time to time, to amend or modify Exhibit “B-1” with respect to the Team Club or to eliminate the Team Club therefrom upon notice to Contractor.

“Suspension Notice” shall have the meaning set forth in Section 4.2(f)(ii).

“Target Opening Date” shall have the meaning set forth in Section 4.10.

“Team Club” shall mean that certain restaurant/club area identified on Exhibit “B-1.”

“Term” shall have the meaning set forth in Section 6.1.

“Termination Notice” shall have the meaning set forth in Section 4.2(f)(iii).

“Unaffiliated Person” shall mean any Person which, as of the Commencement Date, does not control or is not controlled, directly or indirectly, by the Directing Person.

“Utility Systems” shall mean all heating, ventilation and air-conditioning, electrical (including, if applicable, any fiber optics, if any, installed for telecommunications or security), water, sewer, gas, plumbing and general lighting, sprinkler and fire safety, telephone

and telecommunications facilities, duct work, conduit, wiring, outlets, panel boxes, connections and mechanicals (as applicable) and all elevators and escalators.

1.2 Other Defined Terms. Other defined terms used in this Agreement shall have the meanings ascribed to such terms as set forth in this Agreement.

ARTICLE II

THE SALES CONCESSION

2.1 The Sales Concession. Subject to the terms and conditions set forth in this Agreement, Operator, acting on behalf of Owner, hereby grants to Contractor throughout the Term the following:

(a) The exclusive right and privilege to use and occupy the Service Areas, and the non-exclusive right of access thereto for purposes of providing the Services hereunder.

(b) The exclusive right and privilege to use the Service Equipment for purposes of providing the Services hereunder.

(c) The right and privilege to provide Catering Services on an exclusive basis throughout the Facility, except with respect to the following locations with respect to which Contractor's rights shall be non-exclusive: the Tennessee Sports Hall of Fame, the Nashville Convention and Visitors Bureau Welcome Center, the Rehearsal Hall, the Television Production Studio and the Backstage Tour Area.

(d) The exclusive right and privilege to provide Concession Services, Club Seating and Suite Services and Restaurant Services at the Facility.

(e) The exclusive right and privilege to sell Pro Sports Merchandise at the Facility (excluding, with respect to the Facility, for purposes of the exclusive right granted hereunder, the Tennessee Sports Hall of Fame (or any similar use with respect to such proposed space)) which shall only be sold from the Merchandise Locations and the non-exclusive right to sell Other Merchandise from the Merchandise Locations.

(f) The exclusive right and privilege to use the Service Equipment and the Service Areas for the provision of Outside Catering.

(g) The non-exclusive right and privilege to use the Common Areas, to the extent necessary to provide the Services.

2.2 Operator's Reservation.

(a) Notwithstanding the foregoing there is hereby reserved to Operator the right to allow event holders at the Facility to: (i) bring their own light refreshments (beverages and finger foods) for consumption at the Facility; (ii) provide backstage catering for events at the Facility; (iii) prepare and serve, at no charge, food items as part of a food show, exhibit or conference at the Facility; (iv) sell or allow the sale (through third-party vendors) of cotton candy and snow cones at all circus, ice show and similar multi-performance family shows which items Contractor shall not sell at such events; (v) sell or allow the sale (through third-party vendors) ethnic foods that are not normally sold by Contractor and not readily obtainable by Contractor as part of the Sales Concession during community, regional, national and international festivals held, if at all, from time to time, at the Facility; and (vi) sell or allow the sale of Merchandise at single performance or multi-performance events such as concerts, amateur athletic contests or professional sports exhibition contests and in such event, Operator shall have the right to cause Contractor to close the Merchandise Locations during such events.

(b) Contractor agrees that it will only use the Facility in connection with the exercise of the rights granted to Contractor under the Sales Concession and to perform its obligations under this Agreement.

(c) Notwithstanding the exclusive rights set above, it is expressly agreed that there is hereby reserved to Operator the right to limit at any time and from time to time the sale of alcoholic beverages at the Facility during any Concession Event or Catered Event in its reasonable discretion taking into account the type of event and whether the sale of alcoholic beverages is customary or appropriate for such event. It is expressly agreed that such right shall extend to, and include the right to limit the type (but not the brands) of alcoholic beverages sold, the locations where such alcoholic beverages are sold, the per-person per-sale quantity of alcoholic beverages sold and the times during which such beverages may be sold and may include a complete prohibition on the sale of alcoholic beverages at any Catered Event or Concession Event. In addition, it is expressly agreed that Operator reserves the right, in the exercise of its reasonable discretion and without any assumption of liability, to approve Contractor's procedures or to require Contractor to implement any procedure specified by Operator for determining and/or verifying the legal drinking age of patrons of the Facility who consume alcoholic beverages.

(d) Operator reserves to itself, its successors, assignees, and licensees, all rights, duties and benefits of the management, occupancy, operation and exploitation of the Facility not granted to the Contractor as part of the Sales Concession, including, without limitation, all advertising rights in, to or about the Facility; all parking rights; the use of all space leased to third parties for all businesses that do not conflict with the exclusive rights granted herein; and all other rights of Operator under the Facility Contract not expressly granted to Contractor herein. In addition, without limiting the rights of Operator pursuant to Section 2.2(a), in the event that Operator or Owner has the opportunity to license the use of the Facility for unique events including, without limitation, events such as NCAA tournaments/playoffs, other amateur collegiate or professional league playoffs or other special events, exhibition, sporting or

unique national or international events such as Olympic competitions and festivals, then, in such event, the parties agree to fully cooperate with each other in entering into any special modifications or amendments (so long as the terms thereof are fair and equitable to the parties) to this Agreement which may be required by Operator as an inducement to obtain such event for the Facility, Contractor and Operator each recognizing that such inducements may be necessary and in the best interests of Owner and the Facility in order to provide such events to the patrons of the Facility.

(e) Notwithstanding the foregoing, Operator warrants, represents and agrees that, except for Operator's reservation in this Section 2.2 and as elsewhere expressly excepted and reserved to Operator under the provisions of this Agreement, the rights to the Sales Concession have not been and will not be granted by Operator to any other party or exercised by Operator or Owner and that, for the Term, for so long as no Contractor Event of Default exists hereunder only Contractor shall, pursuant to the terms and provisions of this Agreement, have, hold and enjoy each and all the rights and privileges granted to the Contractor herein.

ARTICLE III

SALES FEE

3.1 Sales Fee. In consideration for the rights granted herein, Contractor will pay to Operator, without notice or demand, the following amounts:

(a) With respect to Contractor's provision of the Concession Services:

(i) Except as provided by Section 3.1 below,

(A) Forty Percent (40%) of the first One Million and No/100 Dollars (\$1,000,000.00) of Concession Sales derived in any Fiscal Year (or portion thereof);

(B) Forty-Five Percent (45%) of all Concession Sales in excess of One Million and No/100 Dollars (\$1,000,000.00) but less than or equal to Six Million and No/100 Dollars (\$6,000,000.00) derived in any Fiscal Year (or portion thereof); and

(C) Forty-Eight Percent (48%) of all Concession Sales in excess of Six Million and No/100 Dollars (\$6,000,000.00) derived in any Fiscal Year (or portion thereof).

(ii) Subsequent to the installation of the Supplemental Equipment and Improvements, if any, and commencing on the date of the first NHL Home Game and thereafter for so long as the NHL Team plays its NHL Home Games in the Facility (except in the case of an Event of Force Majeure) Contractor shall pay to Operator, in lieu of the amounts set forth in Section 3.1(a)(i), and without giving retroactive effect to this Section 3.1(a)(ii):

(A) Forty-Five Percent (45%) of the first Six Million and No/100 Dollars (\$6,000,000.00) of Concession Sales derived in any Fiscal Year (or portion thereof); and

(B) Forty-Eight Percent (48%) of all Concession Sales in excess of Six Million and No/100 Dollars (\$6,000,000.00) derived in any Fiscal Year (or portion thereof).

(b) Fifteen percent (15%) of the Restaurant and Catering Sales derived in any Fiscal Year (or portion thereof).

(c) Twenty-five percent (25%) of the Club Seating and Suite Sales derived in any Fiscal Year (or portion thereof).

(d) The Merchandise Sales Fee.

(e) A percentage of the Outside Catering Sales derived from any event at which Contractor provides Outside Catering at a rate agreed upon in conjunction with Operator's approval of such event.

(f) If through no fault of its own, Contractor is unable, either due to the nature of the possessory interest in the Service Areas granted Contractor hereunder or due to the nature of the Facility, to obtain or maintain its beer permit or liquor license for any period of time during the Term, Operator and Contractor agree to negotiate in good faith and with reasonable diligence a downward adjustment of the Sales Fees for any such period during which Contractor is unable to sell alcoholic beverages. Such adjustment shall be based upon a projected reduction in Gross Receipts and an overall increase in Contractor's costs of products, if any, taking into account actual sales and costs of such alcoholic beverages from the Facility (if available) and, to the extent actual sales are not available, sales at comparable facilities consistent with the Quality Arena Standards. In the event that Contractor's inability to obtain or maintain its beer permit or liquor license is due to the nature of the possessory interest in the Service Areas granted Contractor hereunder, Operator shall amend or modify this Agreement so as to provide Contractor a leasehold interest or other similar interest in those portions of the Service Areas necessarily required, and to the extent so required, in order to permit Contractor to obtain and/or maintain such beer permit or liquor license. Subject to the terms of Section 9.24 hereof, in the event that Contractor's inability to obtain or maintain its beer permit or liquor license is due to the characterization of the Facility for the purposes of obtaining a beer permit or liquor license, Contractor and Operator shall each use their good faith efforts to effect any necessary changes in any Legal Requirements to alter the characterization of the Facility under such Legal Requirements so as to permit Contractor to obtain such beer permit or liquor license.

(g) Contractor shall keep and maintain on a current basis at the Facility in accordance with generally accepted accounting practices consistently applied, and satisfactory to Operator, complete and accurate records and detailed books of account as well as a computer

based record keeping system with respect to the exercise by it of the Sales Concession and the rendering of Services by it as provided in this Agreement. Such records and books of account shall include, without limitation, all tickets, sales slips, cash register tapes and records relating to the rendering of the Services by Contractor as provided for in this Agreement. Operator and its agents and employees (when authorized by Operator) shall at all reasonable times have access to and the right to examine, reproduce or make extracts from all such records and books of account and computer based record keeping system. All records for any Month shall be retained by the Contractor at the Facility for a period of two (2) years from the end of such Month.

3.2 Method of Payment. Not later than the end of the second (2nd) business day after each Catered Event or Concession Event, Contractor shall deliver to Operator a preliminary report of its sales at such event; and, on or before the twentieth (20th) day of the Month immediately succeeding any Month during which Services are rendered by Contractor as provided in this Agreement, Contractor shall deliver to Operator a complete and accurate statement in reasonable detail showing the Gross Receipts for such Month on an event by event basis and the Sales Fee payable by Contractor to Operator as a result of the rendering of such Services during such Month, which sums shall be paid contemporaneously therewith to Operator. All of the reports required pursuant to this Section 3.2 shall be in a form acceptable to the Operator in its sole discretion. Upon reasonable advance notice, Operator shall have the right to obtain copies of the daily receipts, daily bank deposits and information concerning the Catered Events and Concession Events served, the number of meals served at each Catered Event, the total food sales at each Concession Event, beverage receipts from all Catered Events and Concession Events, Merchandise Expenses, Gross Receipts from Merchandise Operations and Merchandise Profits, any amounts uncollected from each event, and any other reasonable pertinent information the Operator may require. The acceptance by Operator of any payment made by Contractor to Operator as provided in this Section, the passage of time, the failure of Operator to act or any other event or circumstance shall not be deemed a waiver by Operator of its rights to question or dispute the accuracy or correctness of the statement with respect to which such payment was made and to demand or receive any additional amounts to which it is entitled if any inaccuracy or incorrectness of such statement is determined or discovered. Contractor shall also deliver to Operator such other reasonable reports, from time to time, relating to the Sales Concession as Operator may reasonably request. Within sixty (60) days after the end of each Fiscal Year, Contractor shall submit to Operator the following:

(a) A report of all Gross Receipts for the prior Fiscal Year broken down into the following categories: Concession Sales, Restaurant and Catering Sales, Club Seating and Suite Sales, certified by an independent certified public accountant; and

(b) An annual operating profit and loss statement covering the Merchandise Operations and a report of all Gross Receipts from Merchandise Operations, Merchandise Expenses and Merchandise Profits, certified by the chief financial officer of Contractor.

In the event that Operator is not satisfied with the statements presented therein, Operator at its expense shall have the right to conduct a special audit of Contractor's books and records related to the Merchandise Operations, Concession Services, Club Seating and Suite Services, Restaurant Services and Catering Services by auditors selected by Operator, provided that it does so within twenty-four (24) Months following the receipt of the above-described financial statements. Should such audit or audits uncover a deficiency or deficiencies in payments by Contractor for any period covered, Contractor shall pay to Operator the amount of such payment deficiency within twenty (20) days following receipt of the audit report and interest on the deficiency at the Default Rate from the date on which such amount was originally due and payable until paid. If such payment deficiency is in excess of five percent (5%) of the aggregate amount reported, the entire cost of the audit shall be immediately due and payable by the Contractor.

3.3 Contractor's Special Right of Termination. Operator and Contractor acknowledge that the Sales Fee set forth in Section 3.1 hereof is, in part, predicated upon the joint expectation by the parties that this Facility will ultimately be home to an NHL Team that plays its NHL Home Games at the Facility. While no representations, warranties or assurances have been given to Contractor that an NHL Team will play its NHL Home Games at the Facility, in the event that no NHL Team has played its first NHL Home Game in the Facility by the end of the fourth (4th) Fiscal Year of the Term, then, in such event, at the request of Contractor, the parties shall renegotiate and adjust, if mutually acceptable to the parties, an appropriate equitable adjustment to the Sales Fee. The parties shall do so taking into account the type of Events that have been scheduled at the Facility over the prior four (4) Fiscal Years, the relevant per capita sales generated by such Events and the costs and expenses incurred by Contractor in providing the Sales Concession at the Facility, as well as any plans and/or unexecuted construction work contemplated by Owner, including the potential impact of such construction upon the operation of the Sales Concession hereunder. In the event that the parties are unable to agree to any such adjustment to the Sales Fee within sixty (60) days following the end of the fourth (4th) Fiscal Year (irrespective of the reason that the parties have failed to reach such an agreement), then, in such event, Contractor, as its sole remedy and relief, shall be entitled to terminate this Agreement by delivering written notice thereof to Operator and Owner within thirty (30) days after the expiration of such sixty (60)-day period, in which case this Agreement shall terminate, effective as of one hundred eighty (180) days following the delivery of such written notice. Upon such termination, all rights and obligations of the parties to this Agreement shall cease except for any obligations expressly set forth in this Agreement which are intended to survive a termination of this Agreement. Time is of the essence with respect to the exercise by Contractor of the special option to terminate granted in this Section 3.3. In the event of any failure by Contractor to timely exercise the special right of termination granted to it under this Section 3.3, the Agreement shall automatically continue in full force and effect in accordance with the other terms and provisions hereof as if this Section 3.3 had not been included in this Agreement.

3.4 Right of Offset. Contractor shall have the right to deduct from and offset against any and all Sales Fees payable under Section 3.1 hereof, all sums due and payable to Contractor from Operator, from time to time, under Section 4.8 hereof with respect to the

purchase of the Contractor Purchased Equipment and any Ad Valorem Tax Payment which Contractor is entitled to credit against the Sales Fee under Section 4.1(l) hereof.

3.5 Reimbursement of Pre-Opening Expenses. Operator shall reimburse Contractor for the following types of out-of-pocket, pre-opening expenses upon receipt of invoices and/or backup documentation reasonably acceptable to Operator, in reasonable amounts, up to a total aggregate amount of One Hundred Thousand Dollars (\$100,000.00):

- (a) Fees and expenses of Contractor's legal counsel related to the negotiation, preparation and execution of this Agreement.
- (b) Pre-opening airfare, hotel charges and meals for Contractor employee trips to Nashville.
- (c) Relocation costs for new manager of Contractor Operations at Nashville.
- (d) Employee hiring and training, including drug testing.

3.6 Capital Grant. Contractor will pay to Operator a grant (the "Capital Grant") in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) payable in increments of Fifty Thousand Dollars (\$50,000.00) per year for each of the first five (5) years of the Term. The first Fifty Thousand Dollars (\$50,000.00) payment shall be due and payable on the Commencement Date, and each successive payment shall be due and payable on the anniversary of the Commencement Date. In the event of the termination of this Agreement by any Party and for any reason prior to the expiration of the Term (other than as contemplated by Section 8.5(a)), the total amount of the Capital Grant shall be deemed earned and shall become immediately due and payable by Contractor to Operator concurrently with such termination without notice or demand and without offset. In the event of any termination by Contractor pursuant to Section 8.5(a), Operator shall promptly refund any then paid portion of the Capital Grant to Contractor.

ARTICLE IV

PERFORMANCE OF THE SALES CONCESSION

4.1 General Standards. Contractor hereby covenants and agrees that:

(a) Contractor shall perform the Services and exercise its rights under the Sales Concession from the Service Areas which shall only be used for the purpose of providing Catering Services, Concession Services, Restaurant Services, Club Seating and Suite Services and Merchandising Operations in accordance with the terms of this Agreement.

(b) Subject to Section 4.11, Contractor shall provide Catering Services, Club Seating and Suite Services, Restaurant Services, Concession Services and Merchandise Operations at such times as may be required by Operator to meet clients' requests and Operator needs. Operator shall provide Contractor with advance notice of any such requests. Reasonable efforts shall be made by Operator to notify Contractor of the cancellation of scheduled events, but Operator assumes no liability for the failure to deliver notice of cancellation. Contractor must provide (i) Concession Services, Club Seating and Suite Services, Restaurant Services and Merchandise Operations at all events at the Facility unless Operator agrees in writing to the contrary and (ii) Catering Services to all groups holding an event at the Facility who request such services and pay for such services in advance (or make provision for paying for such services acceptable to Contractor). Contractor shall, at all times, be prepared to cater sufficient meals for a sufficient number of persons at one sitting in the meeting rooms of the Facility and in the entirety of the Facility on reasonable advance notice from Operator.

(c) Contractor shall provide the Services in an efficient manner and at a level of quality, variety and performance equal to or greater than the Quality Arena Standards. All Refreshments provided by Contractor in connection with the performance of the Services shall be of high quality and prepared and presented in a professional manner consistent with the Quality Arena Standards. No imitation, adulterated or misbranded article or items shall be sold or kept for sale and all Refreshments shall be stored and handled by Contractor in a manner consistent with standards of sanitation, preservation and purity, all equal to or greater than Quality Arena Standards and in accordance with Legal Requirements. In conjunction with the operation of the Sales Concession hereunder, and except with respect to alcoholic beverages, Contractor shall sell those Refreshments designated or approved by Operator (which approval may be granted or withheld by Operator in its sole discretion). Provided, if the unit price of any Refreshment item designated by Operator hereunder is greater than the unit price of reasonably comparable items, the designated item shall be deemed to be a Branded Product and the differential in per unit price shall be deemed to be a Branded Product Charge. Furthermore, in addition to the types of food and beverage products typically found at facilities comparable to the Facility, Contractor shall provide such Branded Products, specialty, premium and/or gourmet items and local specialties and "heart healthy" items, as shall be required by Operator. If required by Operator, Contractor shall secure agreements ("Branded Products Agreements"), upon terms acceptable to Operator (in its sole discretion), with suppliers of Branded Products and local specialties for the sale of such products by Contractor at the Facility. Provided, however, any such Branded Products Agreements shall be by their terms expressly subject to and subordinate to this Agreement for all purposes. Operator reserves the right to prohibit the sale of certain products by Contractor if Operator concludes in its reasonable discretion that the quality, price, type or brand of products sold by Contractor does not meet or exceed Quality Arena Standards or in its sole discretion that the sale of such product by Contractor would not be in the best interests of the Facility. Title to all Refreshments shall remain vested in Contractor. Any Branded Products Charges shall be deducted from the Sales Fee described in Section 3.1.



(d) Except for those items, if any, expressly required by this Agreement to be provided by Owner, Contractor shall furnish all working capital, food, beverages,

Merchandise, services, inventory, personnel, materials, machinery, equipment and other items necessary to perform Contractor's obligations under this Agreement.

(e) Contractor shall be available at the Facility as needed to meet and work with users of the Facility to meet their individual catering needs. Contractor understands and acknowledges that, due to the nature of the catering and concession business, it will be necessary for Contractor to make itself available to meet with users and potential users of the Facility to plan Catering Services, Club Seating and Suite Services, Concession Services, Restaurant Services and Merchandise Operations at such user's events. Contractor hereby agrees that it will attend any such meeting with a potential user of the Facility upon Operator's request for Contractor to attend such a meeting.

(f) Subject to the Service Areas being in compliance with all applicable Legal Requirements such that the Facility and each of the Service Areas has been completed sufficiently to enable Contractor to obtain its permits and licenses, Contractor shall, at its own cost and expense, obtain such licenses, permits and franchises from any Governmental Authority that are required under the Legal Requirements and as may be required to enable Contractor to fully and lawfully exercise the Sales Concession and to fulfill all its obligations hereunder, including, without limitation, all licenses, permits and franchises required to enable it to prepare and sell Refreshments, including (to the extent obtainable in accordance with Legal Requirements) beer, ale, alcoholic liquors and wines in the Facility. Owner and Operator shall be required to reasonably cooperate with Contractor in connection with Contractor's filing of applications for, and securing and maintaining in good standing, any and all licenses and permits and renewals thereof reasonably needed by Contractor to fulfill its obligations hereunder, so long as the cost and expense thereof shall be borne by Contractor.

(g) Contractor will comply with all Legal Requirements applicable to the performance of the Services and the exercise of its rights under the Sales Concessions. Contractor shall be responsible for any violations of Legal Requirements in the Facility which occur during the term of this Agreement as a result of Contractor's operation hereunder. Owner and Operator hereby grant to Contractor any and all authority required of Contractor by any applicable Legal Requirements to permit Contractor to obtain and maintain the beer permit or liquor license for the Facility. Contractor shall promptly advise Operator in writing of any pending or threatened actions against it by any Governmental Authority, which seek, or could result in the suspension or revocation of any license or permit necessary for its performance under this Agreement, or of any event which could result in Contractor's failure to obtain or maintain its beer permit or liquor license other than is contemplated under Section 3.1(f). In the event of any suspension in excess of two (2) event days or revocation of Contractor's license to serve alcoholic beverages, and if such suspension or revocation or failure to obtain shall not be stayed or appealed in such manner that will permit Contractor to continue to serve alcoholic beverages at the Facility, then Contractor shall be obligated, subject to the prior written approval of Operator, to secure an interim licensed bar operator at the Facility to enable or permit the serving of alcoholic beverages. If Contractor has not secured an interim licensed bar operator or made other arrangements as provided above, then upon the effectiveness of the suspension or revocation

of Contractor's liquor license or beer permit, Operator, without waiving any rights which it may otherwise have hereunder, shall have the right, but not the obligation, to secure an interim licensed bar operator. In such event, Contractor will make available to the interim licensed bar operator, to the extent permitted by Legal Requirements, if any, all supplies of applicable beverages then in its possession which were intended for sale or use at the Facility and will make applicable personnel and the Service Areas and Service Equipment available to such interim licensed bar operator. Operator shall cause any interim bar operator to: (i) agree to indemnify Contractor from and against any and all loss, damage or liability that Contractor incurs directly as a result of the interim bar operator's operation in the Facility; and (ii) procure and maintain public liability and property damaged insurance with a single combined limit of at least One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage, which insurance shall name Contractor as an additional insured. Contractor shall be entitled to reimbursement, at its actual cost, for all Refreshments furnished to and usable by such interim licensed bar operator and for its costs and expenses actually and necessarily incurred in rendering the assistance and cooperation contemplated by the foregoing. Similarly, Operator shall be entitled to reimbursement for all costs incurred by Operator in securing an interim licensed bar operator. Sales of the interim licensed bar operator shall be excluded from Gross Receipts hereunder and shall belong solely to Operator without accountability to Contractor. Contractor shall immediately resume the sale of alcoholic beverages at the Facility upon restoration of the licenses or permits to do so.

(h) Contractor shall conform to all rules and regulations at any time promulgated by Operator with respect to the Facility, cause its officers, employees, agents, independent contractors, and invitees at all times to abide by and conform to those rules and regulations which Operator may at any time affix and establish for the conduct of Contractor's employees; provided that in no event shall such rules and regulations be in contravention of any applicable Legal Requirements or the terms and conditions of this Agreement.

(i) Contractor shall keep complete and accurate inventory control records before and after each event as well as sales reports for each event held at the Facility. Contractor shall not permit any of its personnel (with the exception of hawkers and moving vendors, or concession stands where registers are not used) to make change from open cash registers, boxes, containers, or from pockets of clothing or other similar receptacles, to the extent registers are provided to Contractor.

(j) Contractor shall perform its obligations under this Agreement and shall conduct the management and operation of the Sales Concession at all times with integrity and good faith and in a manner that is in the best interest of the Facility and Operator and consistent with the terms of this Agreement. The scope of such duty specifically includes, without limitation, the duty to use commercially reasonable efforts to maximize Gross Receipts and to operate its sales outlets consistent with the expected level of attendance at the Facility for various events at the Facility, and to maintain the quality, variety and performance of Contractor's Services at a level commensurate with the Quality Arena Standards.

(k) Contractor shall reimburse Operator on a monthly basis, within five (5) business days of Contractor's receipt of Operator's invoice, for Contractor's prorated share of all pest control, a telephone and other usual and customary shared costs or expenses incurred by Operator based on Operator's actual costs of providing such services to Contractor. Operator's pest control program for the Facility shall be coordinated with Contractor to ensure mutually acceptable scheduling of pest control services.

(l) In the event that any Governmental Authority assesses, levies or imposes any Imposition related to Contractor's operation of the Sales Concession hereunder, Contractor shall be solely liable for and shall (except as otherwise provided in this Agreement) pay, prior to any delinquency, any such Impositions in full and such payment (other than any Ad Valorem Tax Payment) shall not be credited against the Sales Fee or any other amount provided to be paid by Contractor hereunder. Any Ad Valorem Tax Payment shall be credited against the Sales Fee, if and when paid. Contractor, in addition to its payment of Impositions, shall be solely responsible for punctually filing any and all federal, state and local tax returns to be filed by Contractor and agrees to comply with any Governmental Authority's licensing, withholding, or restrictive regulations regarding the payment of such Impositions.

(m) Contractor in performing its obligations hereunder shall use diligent good faith efforts to achieve the minority participation goals established by Operator and Owner and set forth on the Fair Employment Practice Statement attached hereto as Exhibit "E" and incorporated herein (the "Minority Participation Goals"), which generally reflect Operator's and Owner's desire to obtain as a goal a minimum of twenty percent (20%) combined participation of minorities and women in all levels of employment at the Facility and all purchases of goods and services related to the Facility. In such connection, Contractor shall provide an annual report to Operator within fifteen (15) days from the end of each Fiscal Year and in a format reasonably acceptable to Operator which annual report shall set forth Contractor's efforts with regard to achieving the Minority Participation Goals for the immediately preceding Fiscal Year.

(n) Contractor shall repair and maintain the Service Equipment in good order and condition throughout the Term, subject to ordinary wear and tear. Contractor's costs and expenses related to such repair and maintenance shall not be credited against the Sales Fee or any other amount provided to be paid by Contractor hereunder. Contractor shall keep accurate records of all repair and maintenance to the Service Equipment.

(o) Contractor shall utilize the Facility's loading dock and dock well in a clean, sanitary fashion in order to minimize rodent infestation.

(p) Contractor acknowledges and agrees that it shall have no rights with respect to the Facility other than those expressly granted under this Agreement.

(q) Contractor shall not enter into any contract with any Affiliate of Contractor or any other Person in which Contractor or its Affiliates has an ownership interest for the provision of goods and services on terms which are less favorable to Contractor than that

which Contractor could obtain on an arm's-length basis from an independent third Person, as measured by the costs for similar goods or services from other Persons in Nashville, Tennessee, or other Persons in comparable cities.

4.2 Personnel. Contractor shall at all times comply with the following requirement regarding its personnel at, and staffing of, the Facility:

(a) Contractor shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. The Contractor shall advise and instruct temporary personnel to enter upon and remain on the Facility's premises only during events at the Facility and for a reasonable time prior to and subsequent to events, and only for the purpose of exercising during events, the rights and privileges herein provided. For any Catered Event the number of people employed by Contractor to staff such event must be sufficient to serve the main course of the catered meal to the entirety of the group attending such event within forty-five (45) minutes of the commencement of such event. For any Concession Event, Contractor shall supply sufficient personnel to staff such event in a manner equal to or exceeding the Quality Arena Standards. All persons engaged by Contractor in connection with the performance of the Services and the exercise of Contractor's rights under the Sales Concession shall be the employees or agents of Contractor and shall be paid by Contractor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes related to such personnel.

(b) Contractor shall employ at the Facility only trained, neatly uniformed, clean and courteous personnel. When at the Facility, all of Contractor's personnel shall wear appropriate and well-maintained uniforms, which uniforms may, pursuant to Operator's rules and regulations for the operation of the Facility, vary in design according to the principal location of Contractor's intended use of any such employee, subject to Operator's approval and which uniforms shall bear the name and logo of the Facility and such identifying marks as Operator shall designate. Such uniforms shall be provided by Contractor at its sole cost and expense. Contractor's employees shall conduct themselves at all times in a proper and respectful manner and in accordance with Operator's rules and regulations for the Facility. If Operator reasonably determines that any employee of Contractor has not complied with the provisions of this Section on repeated instances or in any material respect, Operator may request Contractor to exclude the employee or employees from the Facility so long as such exclusion is not in contravention of any applicable Legal Requirement. Upon such request by Operator, Contractor shall immediately remove the employee from the Facility.

(c) Contractor shall provide, subject to Operator's prior written approval, a competent management staff, including, without limitation, a designated representative or representatives who shall be (i) directly responsible for the oversight of Contractor's obligations hereunder, (ii) available to take calls from and meet with Operator at all times during regular business hours; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If Operator, with or without cause, requests a change in management personnel, Contractor shall have twenty (20) days to provide an appropriate replacement on a temporary basis and a

permanent replacement within an additional forty (40) days thereafter. Contractor's manager or his designated representative shall be available at the Facility whenever Contractor is providing the Services and shall be authorized by Contractor to be served with complaints and notices by Operator.

(d) Operator shall admit free of cost to the Facility such officers and employees of Contractor as may be necessary to operate, and for the purposes of operating, the Sales Concession at any event. Operator shall permit only appropriately credentialed employees and other personnel of Contractor to be permitted in the Facility without the payment of an admission fee. Operator shall supply to Contractor, at Contractor's sole cost and expense but at Operator's actual cost, a limited number of badges, in form and design selected by Operator, for such admission. At least six (6) hours before any Catered Event or Concession Event, Contractor shall submit to Operator a list of the names of Contractor's employees and personnel scheduled to work such event. Contractor shall not include on the list any person that Operator has required Contractor to expel or exclude from the Facility. Operator shall deliver the credentials to Contractor at least two (2) hours before the event. Any badges delivered pursuant to the terms hereof shall remain the property of Operator and shall be returned to Operator immediately after the event. Operator may, however, deliver to Contractor's management staff badges that may be retained indefinitely until revoked by Operator.

(e) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin and/or disability.

(f) If a picket or pickets appear on any public or private street or sidewalk upon which the Facility abuts with respect to an alleged labor dispute involving the employees of Contractor or any Affiliate thereof, whether relating to the furnishing by Contractor of the Services as provided in this Agreement or any other business or activity of Contractor or any subsidiary or Affiliate thereof:

(i) Contractor shall take immediate steps to settle or otherwise dispose of said labor dispute and to effect removal of said picket or pickets by any and all lawful means. Contractor shall further take any necessary legal measures, including obtaining injunctive relief where reasonably appropriate, to prevent such labor dispute from interfering with the efficient operation of the Sales Concession by Contractor. In the event of any such labor dispute, Operator shall designate, and at its election may redesignate, one (1) particular entrance to the Facility at which all employees of Contractor shall be required to gain ingress or egress to the Facility;

(ii) If said picket or pickets are not withdrawn within ninety-six (96) hours of Contractor's receipt of written notice from Operator of the appearance of said pickets on said street or sidewalk and Contractor's operations hereunder are, in Operator's judgment, substantially impaired as a result thereof or the pickets interfere in any material respect with the proper conduct of the Sales Concession or with the normal operation of the Facility, Contractor shall, at the written request of Operator (the "Suspension Notice") suspend its

operations at the Facility and the performance of the Sales Concession hereunder by Contractor, and during such suspension of operations, Contractor shall continue efforts to settle or otherwise dispose of said dispute or controversy and to effect the removal of said picket or pickets;

(iii) If said picket or pickets are not withdrawn within thirty (30) days after the date of receipt by Contractor of such Suspension Notice and Operator determines that the proper conduct of Contractor's operations hereunder would continue to be substantially impaired as a result thereof if it were to resume operations hereunder or the pickets continue to interfere in any material respect with the normal operation of the Facility, Operator shall have the right to terminate this Agreement and any other rights of Contractor under this Agreement by giving written notice (the "Termination Notice") to Contractor, and in such event, the Sales Concession and all rights of Contractor hereunder shall immediately terminate provided, however, that such termination shall not discharge any accrued or unfulfilled obligations of either party hereunder, which obligations shall promptly be discharged. Contractor shall, however, have the right to resume the Sales Concession and such other rights shall be reinstated provided that:

(A) Said picketing shall have completely ceased and said dispute or controversy shall have been settled or otherwise disposed of such that the proper conduct of Contractor's operations cease to be substantially impaired prior to or within thirty (30) days after the date said Termination Notice is given to Contractor by Operator; and

(B) Written notice for such reinstatement shall have been received by Operator within five (5) days after the date of cessation of such picketing and of the settlement of said dispute or controversy.

In the event this Agreement has not been reinstated pursuant to the foregoing within the time periods hereinabove provided, this Agreement shall then be deemed terminated.

(iv) During any such suspension of operations or termination of the Sales Concession and other rights of Contractor hereunder as provided above, Operator shall have the right at any time to make whatever arrangements that it in its sole discretion deems necessary or suitable to continue or provide for the continuance of the operation of the Sales Concession independent of Contractor. In such connection, any proceeds or receipts derived from such operation by Operator (or its designee) for such period of suspension shall belong solely to Operator without any accountability to Contractor therefor.

(g) Contractor shall conduct, either itself or, when required, by Operator in coordination with Operator, regularly scheduled training sessions, subject to Operator's reasonable approval, of all personnel employed by Contractor at the Facility in the following areas:

(i) Facility Orientation, Rules and Regulations and Emergency Procedures;

- (ii) First Aid;
- (iii) Customer Service;
- (iv) Alcohol Awareness;
- (v) Emergency Procedures;
- (vi) Safety; and
- (vii) Health and Sanitation Practices.

Similarly, Contractor will permit Operator, its employees and others providing services to Operator at the Facility to participate in any such sessions organized by Contractor.

4.3 Event Duties.

(a) With respect to any Catered Event, Contractor and Operator agree as follows:

(i) Contractor will provide the Facility with final table and chair requirements for any Catered Event at least seven (7) business days prior to the commencement of the Catered Event. Operator and Contractor will cooperate in the coordination of available equipment for Catered Events on a first come, first served basis. To the extent that sufficient inventory exists which is not committed to other events at the Facility, the Operator shall deliver all tables and chairs necessary for such Catered Event to the room where such Catered Event is to be held within sufficient advance time reasonably necessary for such Catered Event as may be reasonably necessary to fully set up for such Catered Event. To the extent that Operator's inventory of tables and chairs which are not committed to other events at the Facility is not sufficient to meet Contractor's needs for any Catered Event(s), Contractor shall obtain, at user's cost, through an equipment rental service acceptable to Operator, such additional tables and chairs as may be needed for such Catered Event(s). Contractor shall be responsible for setting up the tables and chairs supplied by such vendors in their place of use and for stacking such chairs and folding tables following the completion of the Catered Event. Contractor shall also be responsible for removing all tables and chairs supplied by it for a Catered Event from the Facility. The stacking of such chairs and folding of such tables, and any required removal thereof by Contractor, shall be completed within four (4) hours of the completion of any Catered Event, unless such period shall be too short to complete such task, in which event such task shall be completed as soon after the completion of the Catered Event as is reasonably possible. Facility tables, chairs and other equipment shall not be used by Contractor for Outside Catering without the prior written consent of Operator and any such use shall be subject to the payment of a reasonable usage fee by Contractor. Any such usage fee shall be in addition to the Sales Fee payable hereunder by Contractor with respect to such Outside Catering. **In no event shall Operator or any of the Other Beneficiaries be liable to the Contractor or any other Person**

or responsible in any way for any malfunction, defect or lack of fitness for a particular purpose or breach of any express or implied warranty by any Person related to any Facility tables, chairs or other equipment provided by the Operator and utilized by Contractor hereunder, all of which are expressly disclaimed by Operator and the Other Beneficiaries and Operator and the Other Beneficiaries shall be indemnified and held harmless by Contractor with respect thereto. Any Facility tables, chairs or other equipment utilized by Contractor hereunder shall be delivered by Operator on an "AS IS", and "WHERE IS", and "WITH ANY AND ALL FAULTS" basis.

(ii) During any Catered Event, Contractor shall be responsible for providing the Catering Service to such event in accordance with the terms hereof and shall also provide intermittent bussing of all tables being used in connection with such Catered Event. "Bussing" shall mean removal of place settings for completed portions of a meal and refilling of water glasses, coffee cups and other beverages to be provided at such tables at such Catered Event. Such bussing shall occur in a frequency which meets or exceeds local industry standards.

(iii) Following the completion of a Catered Event, Contractor shall be responsible for complete bussing of all tables used in connection with such Catered Event, cleaning the surfaces of all tables used in connection with such Catered Event and wiping clean all chairs used in connection with such Catered Event. Contractor shall also be responsible for the cleanup of the Service Areas, the event area, and any immediately surrounding areas upon the completion of any Catered Event to the reasonable satisfaction of Operator. Following any Catered Event, the Contractor shall collect and remove all beverage containers from the portion of the Facility in which such Catered Event took place. Contractor shall also be responsible for the cleaning and storage of all equipment, including Service Equipment, the Smallwares and any other equipment provided by Contractor for such Catered Event, used in connection with any Catered Event. Such cleaning and storage shall be done in accordance with the manufacturer of the equipment's instructions. The floor of the kitchen and all corridors used for the service of food and beverages in connection with any Catered Event shall be swept and mopped to the reasonable satisfaction of Operator. After any Catered Event, all garbage generated from such Catered Event, and Contractor's Catering Service for such Catered Event, shall be removed by Contractor, placed in airtight containers acceptable to Operator, and placed in the area designated for trash storage by the Operator and Owner. Contractor shall keep the Facility's garbage storage area in a neat and clean condition during its use.

(b) With respect to any Concession Event, Contractor and Operator agree as follows:

(i) The Operator will provide the Contractor with written notice of any event at the Facility for which Concession Services, Club Seating and Suite Services and Restaurant Services are required within a reasonable period of time prior to each Concession Event. Operator shall provide Contractor with a copy of the daily sales report and advance booking schedule at its bi-monthly vendor meeting. Contractor shall provide Concession Services, Club Seating and Suite Services and Restaurant Services to the Facility on the day of

each Concession Event in the portion of the Facility being used for such Concession Event. Contractor and Operator shall participate in regularly scheduled meetings to review the upcoming scheduled events for the Facility and the Concession Services, Club Seating and Suite Services and Restaurant Services that are expected for each such Concession Event.

(ii) All Service Areas (including sufficient concession stands) appropriate for operation in connection with any particular Concession Event (taking into account expected attendance levels) shall be open for business at the time the Facility is open for such Concession Event. Contractor agrees that it will not permit any beverages or other articles to be delivered by its employees to customers in the seating area of the Facility in glass bottles, cans, or packages other than paper or plastic cups, packages, bottles or bags, provided, however, that alcoholic and hot beverages may be sold in styrofoam containers if no comparable (economically and otherwise) paper or plastic container is available. Cups used to dispense soft drinks and beer in the Facility shall bear the logo and name of the Facility. In connection with the foregoing, Operator shall provide Contractor camera ready artwork of such logos and name of the Facility. The printing of such cups shall be at Contractor's sole cost and expense. The company logos of Contractor may be advertised on the cups in a manner mutually agreed upon by Operator and Contractor, but no other products, suppliers or other person or entity shall be granted advertising privileges on cups or other food or beverage servicing containers, except as Operator may request. Contractor shall be free to choose the manufacturer and supplier of its cups and other food containers but shall notify Operator of the identities of such manufacturers and suppliers.

(iii) Following the completion of a Concession Event where Contractor has provided Concession Services, Club Seating and Suite Services and Restaurant Services, Contractor shall be responsible for cleaning the Service Areas, the Service Equipment and any immediately surrounding areas to the reasonable satisfaction of Operator. Contractor shall collect and remove all beverage containers from the Service Areas used for such Concession Event. The cleaning of any equipment used in connection with any Concession Event shall be done in accordance with the manufacturer of the equipment's instructions. The floor of the Service Areas shall be swept and mopped to the reasonable satisfaction of Operator. After any Concession Event, all garbage generated from such Concession Event, and the Concession Services, Club Seating and Suite Services and Restaurant Services provided in connection with such Concession Event, shall be removed by Contractor, placed in airtight containers acceptable to Operator, and placed in the area designated for trash storage by the Operator and Owner. Contractor shall keep the Facility's garbage storage area in a neat and clean condition during its use.

4.4 Refreshments. Contractor covenants and agrees that it shall not sell, offer for sale, or permit the sale of any item or product unless the pricing and quality thereof shall have been approved in advance by Operator, which approval shall not unreasonably be withheld. Operator requires that the highest quality of food be served in a pleasing and courteous manner commensurate with returning a reasonable profit to the Facility and Contractor. In order to accomplish these results, Contractor shall:

(a) Submit to Operator on an annual basis as part of its Annual Operating Plan described in Section 4.9, a basic menu and price structure for Catered Events which shall be subject to Operator's prior approval. Pricing shall take into account the type of events, competitive pricing for comparable services in comparable facilities and markets. Each selection on the menu shall be a complete meal consisting of appetizer, entree and dessert, together with bread and rolls when appropriate; provided, however, that no appetizer or dessert will be required for the breakfast selections.

(b) In addition to the aforesaid basic menu for Catered Events, the Contractor may add as many additional items as it desires to the Facility's menu. The price of each additional item on the expanded catering menu must be stated but the Contractor shall have the right to add or delete from the menu or to change the prices thereon upon fifteen (15) days prior written notice to the Operator; provided, that Operator has first approved the price and quality thereof.

(c) Contractor shall provide the Operator with a menu card for each selection on the basic or expanded catering menus. Such menu card shall set forth, in detail, the items offered, and the quality and quantity of each item to be served with that menu selection.

(d) The prices set forth on the initial basic catering menu shall be effective for one (1) year after the approval thereof. After one (1) year from the approval of the basic catering menu, the Contractor may request Operator's approval to an increase in the prices set forth on the basic catering menu. Any price increase shall be effective upon the Operator's approval thereof and once implemented, may not be further increased for a minimum of one hundred eighty (180) days from the effective date thereof. With respect to beverage prices, the Contractor shall submit a list of beverage prices to the Operator consistent with the overall menu pricing plan, as approved by Operator. Said beverage price list may include, at Contractor's option, a minimal gross or service charge for small parties or short service. Such price list must be approved by Operator as being reasonable in light of the goods and services being provided. Once approved, the beverage price list shall only be increased upon the prior written approval of Operator.

(e) No vending machines shall be placed in the Facility by Contractor unless first approved in writing by Operator. Contractor shall not at any time sell or otherwise distribute (i) any items with adhesive or sticky surfaces, including, but not limited to, bumper stickers, logo stickers or any other peel-and-stick or moisten-and-stick items; (ii) chewing gum; or (iii) tobacco products.

(f) Subject to the necessary Service Equipment or any other necessary equipment being made available to Contractor at the Facility, when requested by Operator, unless prohibited by any Legal Requirements (and then only to the extent so prohibited) Contractor shall sell or offer for sale, in connection with the Concession Services, Club Seating and Suite Services and Restaurant and Catering Services, but subject to the provisions of Section 4.1(c) hereof, those particular principal brand or brands of items or products, or those principal products produced

by particular producers or manufacturers designated by Operator on a preferred basis with respect to food, beverage items or products. If requested by Operator, Contractor shall, subject to the terms of the Branded Products Agreements, more prominently display the names or symbols of those items or products designated by Operator pursuant to this section. Contractor shall maintain and have readily available for use in the Facility such quantities of Refreshments as are required for the efficient operation of the Concession Services, Club Seating and Suite Services, and Restaurant and Catering Services.

(g) Operator shall consult with Contractor at least once every twelve (12) months (and more often if requested by either) to review products to be sold and prices to be charged for Refreshments furnished as part of the Concession Services, Club Seating and Suite Services and Restaurant Services. Operator will at such time or times consider, but shall not be obligated to approve, a request by Contractor for price changes, menu changes and other changes in the operation of the Concession Services, Club Seating and Suite Services and Restaurant Services.

(h) Operator desires that local producers of food and beverage products and outside services (including the use of local minority business enterprises) which are part of the operation of the Sales Concession at the Facility and not entirely performed by the Contractor be utilized by Contractor when these products or services are available on competitive terms and with equal quality. Contractor agrees to consider as many local products and supply sources (including local minority business enterprises) as possible and to use as many of these as may be reasonably feasible in its operation, considering the requirements of this Agreement and Contractor's quality control standards.

4.5 Cleanliness. Contractor shall maintain all Service Equipment and the Service Areas in a clean and sanitary condition and in accordance with all Legal Requirements and the Quality Arena Standards and the reasonable rules and regulations of Operator concerning the Facility; provided, however, that Contractor shall have no such obligation with respect to the Common Areas of the Facility, unless such Common Areas are used in a Catered Event. Contractor agrees not to use Hazardous Substances at the Facility except in accordance with all applicable Legal Requirements and agrees to indemnify, defend and hold Operator and the Other Beneficiaries harmless from all losses, costs, damages, liabilities and expenses arising out of its use, generation or storage of Hazardous Substances at the Facility.

4.6 Charity Services. If any portion of a meal or beverage price charged by an event holder goes to charity, the Contractor shall require the user to make available to event patrons that fact and the amount of the price being paid to said charity.

4.7 Smallwares and Other Small Equipment.

(a) Except to the extent otherwise provided for in the Supplemental Equipment and Improvements, Contractor shall be obligated to provide, at its sole cost and expense, all Smallwares reasonably required to provide the Services. Contractor shall be

reimbursed by Operator in an amount up to Sixty Thousand and No/100 Dollars (\$60,000.00) for the Smallwares for the Facility, all of which shall be provided by Contractor prior to the first Public Event to the extent necessary. In order to obtain such reimbursement, Contractor shall prepare and submit to Operator and to Owner an invoice for all Smallwares purchased by Contractor for which reimbursement is sought, which invoice shall be supported by appropriate purveyor invoices and delivery receipts. Operator shall be charged with the responsibility of verifying such invoices on behalf of Owner within seven (7) days from submission, which verification shall be deemed completed absent written notice to the contrary within said seven (7) day period. Owner will pay (or cause to be paid) each such invoice within seven (7) days following verification (whether or not by notice of the passage of the seven (7) day period set forth in the immediately preceding sentence). Smallwares for the restaurant or private club and uncompleted Suites and unequipped concession stands are not included and will be part of the Supplemental Equipment and Improvements generally described in Exhibit "B-1."

(b) Contractor shall store the Smallwares at the Facility for use in Contractor's operations at the Facility. Throughout the Term, title to the Smallwares shall remain vested in Contractor. Upon the termination of this Agreement, however such termination may be brought about (including a default by either party hereto), the Smallwares, shall remain the property of Contractor and be promptly removed from the Facility by Contractor. In the event that the Smallwares are not removed by Contractor from the Facility within thirty (30) days of such termination, then Contractor shall be deemed to have abandoned its rights to the Smallwares and title thereto shall immediately vest in the Facility without the payment of any compensation or additional consideration therefor. The Smallwares shall be acquired by Contractor for cash and Contractor hereby agrees that it shall not place, or allow to be placed, any liens, security interests or encumbrances on the Smallwares or any portion thereof. Contractor shall be responsible for the replacement of Smallwares as reasonably required. Contractor shall acquire the Smallwares from reputable, established suppliers of such equipment at a cost commensurate with the market price for such equipment purchased in the quantity required hereunder.

(c) Contractor shall be responsible for providing, at its sole cost and expense, its own uniforms, office furniture and equipment, commissary tugger, and portable radios and any other items necessary for the operation of the Sales Concession (collectively, the "Small Equipment"). Throughout the Term, title to the Small Equipment shall remain vested in Contractor. Upon the termination of this Agreement, however such termination may be brought about (including a default by either party hereto), the Small Equipment shall remain the property of Contractor and be promptly removed from the Facility by Contractor. In the event that the Small Equipment are not removed by Contractor from the Facility within thirty (30) days of such termination, then Contractor shall be deemed to have abandoned its rights to the Small Equipment and title thereto shall immediately vest in the Facility without the payment of any compensation or additional consideration therefor. The Small Equipment shall be acquired by Contractor for cash and Contractor hereby agrees that it shall not place, or allow to be placed, any liens, security interests or encumbrances on the Small Equipment or any portion thereof. Contractor shall be responsible for the replacement of the Small Equipment as reasonably required. Contractor shall acquire the Small Equipment from reputable, established suppliers of such equipment at a cost

commensurate with the market price for such equipment purchased in the quantity required hereunder.

4.8 Contractor Purchased Equipment. Contractor will act as agent for Owner with respect to the purchase of certain items of Service Equipment as requested by Owner and listed on Exhibit "B" (the "Contractor Purchased Equipment"). Operator acknowledges that in order for Contractor to obtain the beneficial pricing available to Contractor as a distributor, Contractor must issue the purchase order, acting as Owner's agent and instruct the purveyor to ship the Contractor Purchased Equipment to Owner at the Facility or another address provided. In addition Contractor must guarantee the purveyors that they will be paid within thirty (30) days. Acting as Owner's agent, Contractor will purchase such Contractor Purchased Equipment in accordance with the following:

(a) Contractor will review Owner's Contractor Purchased Equipment list and cut sheets and provide suggestions for changes and will provide Owner with quotes for the cost of the Contractor Purchased Equipment (including delivery, taxes, and insurance to the extent applicable) as soon as practicable from the date Owner provides Contractor with its Equipment list. The quotes will be based on Contractor's cost, plus the fee described in paragraph (e) below, provided that Contractor's "Invoices" (as defined below) are paid within fourteen (14) days following submission of such Invoice (provided, of course, that such Invoice is supported by all applicable purveyor invoices and delivery receipts). In the event payment is not received within such period, the Contractor's invoice amount shall bear interest at the Default Rate until paid. In addition, Operator, as agent for Owner, hereby grants to Contractor a security interest in all Contractor Purchased Equipment delivered to the Owner to secure any unpaid amounts due to Contractor hereunder. Contractor shall be authorized to file appropriate financing statements without the Operator's or Owner's signature to perfect such security interest.

(b) Contractor will order the Contractor Purchased Equipment in accordance with a delivery and acceptance schedule mutually acceptable to Contractor and Operator. Contractor will prepare and submit to Operator and to Owner an Invoice on a weekly basis for all items of Contractor Purchased Equipment covered by that Invoice. The Invoice will be supported by all purveyor invoices (for which Contractor is then seeking reimbursement) and appropriate delivery receipts. Operator shall be charged with the responsibility of verifying such Invoice on behalf of Owner within seven (7) days from submission, which shall be deemed completed absent written notice to the contrary within such time period.

(c) Owner will pay or cause to be paid each such Invoice within seven (7) days following verification (whether or not by notice of the passage of the seven (7) day time period set forth in Section 4.8(b) of the Invoice by Operator).

(d) Operator, as agent for Owner, shall also be responsible for the payment of any and all Impositions which may be applicable at any stage of the transactions described in this 4.8 whether purchase, transfer, delivery, installation or other events.

(e) Contractor's Invoices will reflect a fee equal to five percent (5%) of the aggregate cost of the Contractor Purchased Equipment to cover its administrative and handling costs, up to an aggregate amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) for all of the services provided by Contractor pursuant to this Section 4.8.

(f) In the event that Contractor is not paid under this Section 4.8 in a timely fashion, Contractor shall have the right upon five (5) days advance written notice, to cease purchasing the Contractor Purchased Equipment. Such action shall not release Owner or Operator (as agent of Owner) from their obligation to pay any Contractor Invoices.

(g) Upon the mutual agreement of the Operator and Contractor, Contractor shall provide the services described above on the same terms and conditions set forth above, with respect to food and beverage equipment, furniture and fixtures to be purchased hereinafter as described in Exhibit "B-1".

4.9 Annual Operating Plan. Contractor shall cooperate fully with Operator at the Facility in the preparation of an annual business plan for the Facility. No later than December 1st of each Fiscal Year (excepting the first Fiscal Year), Contractor will provide Operator with its business plan for the ensuing Fiscal Year. Such plan shall include:

- (a) A projected profit and loss statement for Merchandise Operations;
- (b) Its proposed menus and pricing schedule for Refreshments in the categories of services then being provided at the Facility for the ensuing Fiscal Year; and
- (c) A proposed capital improvement budget for replacements to the Service Equipment and improvements to the Service Areas.

4.10 Buildout of Merchandise Locations.

(a) Operator, as agent for Owner, shall deliver to Contractor possession of the Merchandise Locations as unfinished shell space and shall provide Contractor with engineered as-built drawings of same no later than eight (8) months prior to the Target Opening Date for each Merchandise Location respectively. As used herein, the Target Opening Date shall be the date that Operator desires Contractor to commence operations in each respective location, which date shall not be earlier than the first NHL Home Game.

(b) Within sixty (60) days following receipt by Contractor of the foregoing and written notice that an NHL Team has executed a binding agreement to play all its NHL Home Games in the Facility, Contractor shall provide Owner with its preliminary business plan for the Merchandise Operations, including architectural rendering and schematic designs of improvements for the applicable Merchandise Locations (the "Merchandise Improvements"). It is the intent of the parties that the decor and aesthetics with respect to such Merchandise Locations shall be generally in accordance with Quality Arena Standards.

(c) Within twenty (20) days following receipt of the foregoing, Operator shall either approve, reject or provide Contractor with any reasonable request for changes. Within thirty (30) days thereafter, Contractor shall provide Operator with design development documents based upon the architectural renderings previously delivered and any changes reasonably requested by Operator. Operator shall review such design development documents and provide Contractor with any requested changes within twenty (20) days following receipt of same. Upon receipt of Operator's response to the foregoing, Contractor shall prepare construction documents and deliver them to Operator for final review and approval. Operator shall provide Contractor with any changes within ten (10) days following receipt of the construction documents. Thereafter, Contractor shall make any necessary final non-material adjustments, obtain necessary permits, retain contractors which have been approved in advance by Operator and proceed with construction in a good and workman like manner in accordance with the construction documents. Such construction shall be completed within ninety (90) days following receipt of Operator's final approval of the construction documents.

(d) Notwithstanding the foregoing, the parties mutually acknowledge that the design and construction program outlined shall not be commenced until such time as a NHL team is legally committed to play its NHL Home Games in the Facility.

4.11 Status of Facility. Notwithstanding anything to the contrary contained herein, Contractor shall not be required to perform Services that cannot be reasonably be expected by Operator to be provided by Contractor due to the actual level of construction and the equipment compliment of the Facility.

ARTICLE V

OBLIGATIONS OF OPERATOR

5.1 Service Areas and Service Equipment.

(a) Three (3) weeks prior to the first Public Event and in no event later than the first Public Event, Operator, as agent for Owner (but without any personal liability to Operator) shall use reasonable efforts to deliver to Contractor possession of the Service Areas as required by this Agreement, built out and finished in accordance with the Drawings, as modified hereby and applicable Legal Requirements and all Service Equipment (other than the Supplemental Equipment and Improvements) purchased by Owner and installed in such Service Areas. Except as set forth herein, Contractor agrees to accept the Service Areas and Service Equipment "AS-IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without any warranty, express or implied as to its functionality of merchantability or fitness for any particular use. Contractor shall be responsible for completing the purchase of the Contractor Purchased Equipment described on Exhibit "B", provided that Owner provides funding in accordance with Section 4.8.

(b) Operator, as agent for Owner, hereby grants Contractor the right to enforce, on a non-exclusive basis, any manufacturer's and/or contractor's guarantee or warranties related to Service Equipment.

(c) Operator, as agent for the Owner, (but without personal liability of Operator to Contractor therefor) covenants to Contractor that it shall, at its sole cost and expense, be responsible for the repair and maintenance of the Facility including but not limited to all Service Areas and all Utility Systems and mechanicals (but excluding the Service Equipment) except for any repair caused by any negligent or wilful act or omission of Contractor or anyone acting by, through or under Contractor, the costs and expenses of which shall be paid by Contractor.

(d) Operator, as agent for Owner (but without personal liability to Operator therefor) shall be responsible for the replacement of Service Equipment as is reasonable and customary under the circumstances taking into account the useful life of such equipment, the wear and tear thereon and Contractor's repair and maintenance obligation therefor.

5.2 Utilities

(a) Operator, as agent for Owner, shall use its reasonable commercial efforts to provide or cause to be provided, at its own cost and expense, all Utility Systems and related utility service before, during and after events at the Facility and reasonably necessary for the operation by Contractor of the Sales Concession and the effective performance by Contractor of its obligations under this Agreement. Water provided hereunder shall be fit for human consumption and Contractor will be furnished with hot water for general purposes at One Hundred Forty Degrees Fahrenheit (140° F) and not less than One Hundred Eighty Degrees Fahrenheit (180° F) for dishwashing purposes or at such other temperatures as may be required by applicable Legal Requirements. Contractor shall not permit or commit waste of any such Utility Systems and shall cause its officers, agents, employees, servants and contractors to practice prudent conservation thereof. Contractor acknowledges that Operator cannot control the availability of utility service to the Facility at any given time and that in no event shall Operator or Owner ever be liable or responsible to Contractor for any loss, cost, damage, expense, claim or cause of action suffered or incurred by Contractor as a result of or arising from any interruption in the utility service at the Facility, regardless of whether such interruption is caused by the acts or omission of Operator, Owner or others; provided, however, in the case of an interruption in services, Operator and Owner shall use reasonable efforts (but without any liability) to restore the Utility Systems and service related thereto as soon as is reasonably possible, subject, in all events, to Events of Force Majeure.

(b) Operator shall provide to Contractor, at Operator's cost and expense, adequate non-exclusive access to and use of the loading docks at the Facility, for use by Contractor in coordination with Operator and other users of the Facility. Contractor shall not use any public elevators for gaining access to the Facility and no stocking of Service Areas in or on the public areas shall be permitted to Contractor from such elevators.

5.3 Cancellation of Events. Operator shall have the sole right in its discretion, to cancel or reschedule any event during the Term or to dismiss the audience for any event so long as such cancellation is not arbitrary or capricious. Contractor shall have no action or claim against Operator in such circumstance.

5.4 Special Provisions Relating to Operator. Contractor acknowledges that Operator is acting in its capacity as agent for Owner and as the contractual operator of the Facility pursuant to the Facility Contract in entering into this Agreement and assumes no liability for any of the obligations of Owner under this Agreement. Without limiting the foregoing, reference is made to the provisions of Section 3.4 of the Facility Contract, pursuant to which Operator has no construction or design responsibilities with respect to the Facility or any component part thereof. Further Contractor acknowledges that pursuant to Section 5.4 of the Facility Contract, Operator has no obligation to advance funds on behalf of Owner for the account of Owner or to pay any sums incurred for the performance of services or goods delivered to the Facility. Accordingly, these Sections, as well as any other Sections which limit the liability of Operator pursuant to the Facility Contract, are incorporated in this Agreement by reference as if fully set forth verbatim herein. Notwithstanding the foregoing, this Section does not limit any liability placed upon Operator pursuant to this Agreement, which arise out of the actions of Operator during its tenure as the contractual operator of the Facility pursuant to the Facility Contract.

5.5 Hazardous Substances. Operator agrees not to use Hazardous Substances at the Facility except in accordance with all applicable Legal Requirements and agrees to indemnify, defend and hold Contractor harmless from all losses, costs, damages, liabilities and expenses arising out of its use, generation or storage of Hazardous Substances at the Facility.

5.6 Supplemental Improvements and Equipment. Nothing in this Agreement shall obligate Owner, Operator or any other Person to construct or install (or provide funding for the construction or installation of) the Supplemental Improvements and Equipment; provided, however, Owner shall not enter into any contract under which the NHL Team agrees to play its NHL Team Home Games at the Facility unless Owner agrees with the NHL Team to construct and install the Supplemental Improvements and Equipment on or about the date of the first NHL Home Game or within a reasonable time thereafter.

ARTICLE VI

TERM

6.1 Term.

(a) The term of this Agreement (the "Term") shall commence on the Commencement Date. The Term shall expire at midnight local time on the date which is ten (10) years from the Commencement Date, unless sooner terminated in accordance with the terms and conditions of this Agreement or unless extended in accordance with Section 6.1(b) below.

(b) Contractor shall have the right to request to extend the Term for an additional period of ten (10) years and, subject to such extension of the Term, during such extension or renewal, Contractor may request a second ten (10)-year extension, provided that, in each case, each such renewal or extension shall be upon terms to be mutually agreed between Operator and Contractor. Contractor's right to extend for the second renewal term shall only be in effect if the first extension is granted. Contractor shall exercise its rights under this Section 6.1(b) by delivery of written notice thereof to Operator no later than twelve (12) months prior to the expiration on the then current Term. In the event that the parties shall fail to agree upon such terms of renewal within three (3) Months following the date of such notice, the rights of Contractor hereunder shall terminate and the Term shall expire on the then otherwise scheduled expiration date.

6.2 Surrender Upon Termination. Upon termination of this Agreement, without regard to how such termination may be brought about (including default of any party), Contractor shall yield and deliver peacefully the Service Areas and Service Equipment to Operator in the same condition (other than the public areas) as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by Operator, and damages from fire and other casualty excepted. All improvements and alterations to the Facility made by Contractor and all permanent affixed equipment installed by Operator or Contractor shall be the property of Owner.

ARTICLE VII

INSURANCE, INDEMNITY AND LIABILITY MATTERS

7.1 Insurance. Contractor will take out and maintain, at its own cost and expense, the following insurance coverages during the term of this Agreement in forms and with companies rated "A-" by A.M. Best & Company, Inc.'s Key Rating Guide and licensed to do business in the state of Tennessee and reasonably acceptable to Operator. Such policies shall name Operator and the Other Beneficiaries as additional insureds and shall be non-cancelable and not subject to material change with respect to Operator and the Other Beneficiaries except after thirty (30) days written notice from the insurer to Operator as to either such condition. At all times during the term of this Agreement, Contractor shall cause certificates of such policies to be deposited with Operator together with such reasonable proof of payment of premiums as Operator may reasonably request:

(a) Public liability and property damage insurance with a single combined limit of at least One Million Dollars (\$1,000,000) for bodily injury, death and property damage;

(b) Property damage insurance with a single combined limit of at least One Million Dollars (\$1,000,000) for any one occurrence alleged to have been caused by any act or omission of Contractor, its officers, employees, servants, agents or independent contractors;

(c) Workers Compensation Coverage and Employers Liability Insurance and other insurance coverages of a similar character applicable to or related to the employment by Contractor of all its officers, employees, servants and agents in connection with Contractor's operations at the Facility in such amounts as will fully comply with all Legal Requirements and which will indemnify and provide legal defense for the Contractor, Operator and the Other Beneficiaries against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out its services contemplated in this Agreement;

(d) Excess Liability Coverage, in the amount of Five Million Dollars (\$5,000,000) in the form of an umbrella policy written on an occurrence basis rather than a following form excess policy under a policy specifically endorsed to be excess of all forms of insurance required under this Agreement;

(e) Comprehensive Automobile Liability Coverage, including bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000) and including all motor vehicles used by Contractor in connection with the services required under this Agreement; and

(f) Comprehensive Liquor Liability Coverage, in the amount of not less than Three Million Dollars (\$3,000,000) providing protection for claims or damages, for personal injury and/or providing of alcoholic beverages at the Facility.

7.2 Indemnity of Operator and the Other Beneficiaries. Contractor hereby covenants and agrees to indemnify Operator and the Other Beneficiaries (each an "Indemnified Party") against, and hold them harmless from, any and all losses, costs, damages, expenses (including, without limitation, all attorneys' fees, expert fees and court costs) claims, causes of action, obligations, liabilities or alleged obligations, liabilities or losses resulting from any of the following (all of the following being hereinafter collectively called the "Claims"):

(a) Any negligent act or omission to act of Contractor, its officers, employees, servants, agents or independent contractors in connection with Contractor's operations hereunder, whether such act or omission occurs at the Facility or elsewhere;

(b) Any claim which may be made against Operator and/or the Other Beneficiaries by any Person based upon any act or omission of Contractor under this Agreement except those taken at the express direction of Operator;

(c) Any practices by Contractor which are in violation of any Legal Requirements; and

(d) Contractor's breach of any term or provision contained herein, including, without limitation, Contractor's failure to fully and timely perform any of its obligations hereunder.

If any Claim is made against an Indemnified Party, prompt written notice thereof shall be given to Contractor, whereupon Contractor shall be responsible at its own cost and expense for defending any such Claim, with counsel reasonably acceptable to the Indemnified Party, provided, however, that without in any respect limiting or reducing Contractor's obligations under this section, each Indemnified Party reserves the right, upon reasonable notice to Contractor, to select counsel of its own choosing to defend any such Claim to the extent (i) it is either required by applicable Legal Requirements; (ii) such Indemnified Party determines in its reasonable good faith judgment that there is a conflict or divergence of interest between the interest of Contractor and the interest of such Indemnified Party with respect to such Claim; or (iii) such Claim involves an action seeking relief other than money damages; provided however, such Indemnified Party shall not, by this provision, be obligated to defend any such Claim. Such Indemnified Party shall not settle any such Claim without Contractor's prior written consent, which consent shall not be unreasonably withheld or delayed.

7.3 Waiver of Contractor. Subject to the terms of Section 7.5 hereof, neither Operator nor the Other Beneficiaries shall be responsible to Contractor for any loss or damage to any property owned by Contractor resulting from fire, theft or any other cause unless due to the gross negligence or willful misconduct of Operator or the Other Beneficiaries, to the extent same is adjudicated by a court of competent jurisdiction; and except as above provided, Contractor agrees to assume all risk of loss, damage or destruction of any of its property, stock and supplies resulting from fire, theft or any other cause.

7.4 Waiver. Each of Operator and the Other Beneficiaries on the one hand, and Contractor on the other hand, and all Persons claiming by, through or under any of such parties, do hereby (i) release and discharge the other and their successors and assigns, from all claims and liabilities arising from or caused by any loss or claim of loss covered or required hereunder to be covered in whole or in part by insurance, provided, however, that with respect to Owner and all Persons claiming by, through or under Owner, any such loss shall not be deemed covered by insurance unless Owner actually receives proceeds covering such loss from an unaffiliated third Person, and (ii) agree to cause its insurers providing insurance required hereunder to waive any right of subrogation that exists in or accrues to such insurers, and agree to evidence such waiver by endorsement to the required insurance policies.

7.5 Fire and Casualty. In the event that there is a fire or other casualty to the Facility, which fire or casualty also causes damage to the Service Areas and/or the Service Equipment, or otherwise affects, in any material adverse manner, as determined by Owner, the Facility in general, and Owner elects to repair or replace such damaged areas and/or equipment as the case may be, then this Agreement shall continue in effect, Contractor shall continue to operate the Sales Concession in the Facility to the extent practicable to do so; however, Contractor shall not be entitled to any monetary or other damages (of any kind) resulting from such casualty or from any resulting inconvenience or loss due to any such repair or restoration. If, however, Owner elects not to do so, or if the repair of the Service Areas and/or the Service Equipment under any such circumstances can reasonably be expected to take in excess of eighteen (18) Months to complete, then Contractor or Operator may terminate this Agreement by giving

written notice to the other in which event the Sales Fee shall be paid to the date of termination with Contractor similarly having no entitlement to any monetary or other damages (of any kind) on account of such termination. If the repairs are substantial such that they can reasonably be expected to take up most of the remainder of the Term or if Operator and the Owner determine not to hold or permit any more events at the Facility, then in either of such events, Operator may terminate this Agreement by giving written notice to Contractor of such termination with Contractor similarly having no entitlement to any monetary or other damages (of any kind) on account of such termination.

7.6 Exculpatory Language. Contractor shall add the Exculpatory Language to all agreements it originates with respect to the operation by Contractor of the Sales Concession.

ARTICLE VIII

DEFAULT, REMEDIES AND TERMINATION

8.1 Operator Event of Default. Each of the following acts or omissions of Operator or occurrences shall constitute an "Operator Event of Default":

(a) Failure of Operator to substantially perform or observe any of the material obligations or covenants of Operator under this Agreement within sixty (60) days following receipt of written notice to Operator of such failure; provided, however, that if such performance cannot be reasonably accomplished within such sixty (60) day period, then Operator shall have a reasonable period thereafter to effect a cure provided that it is continuously and diligently prosecuting such performance or observance to conclusion;

(b) (i) The filing by Operator of a voluntary petition in bankruptcy or (ii) the adjudication of Operator as bankrupt; the approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of, or in respect of, Operator under the Bankruptcy Code, or any other similar state or federal law dealing with creditor's rights generally; or the appointment of a receiver, trustee, or other similar official for Operator or its property, unless within ninety (90) days after such approval of filing or appointment Operator causes such appointment to be set-aside, dismissed or discharged; and

(c) Failure by Operator or Owner to provide Contractor with the rights and privileges afforded Contractor pursuant to Section 2.1 in accordance with its terms.

8.2 Remedies for Operator Event of Default. Whenever any Operator Event of Default shall occur and if such Operator Event of Default is still continuing after expiration of all applicable periods provided herein to the Operator to cure such occurrence, Contractor shall provide written notice of such continuing Operator Event of Default to Owner, following the receipt of which Owner shall have an opportunity (without any obligation) for an additional period of thirty (30) days following such receipt to cure or cause Operator to cure such Operator

Event of Default; provided, however, that the foregoing additional cure period shall not be available in the event of an Operator Event of Default under Section 8.1(a) that results from Owner's failure to perform or provide funding under the Facility Contract and/or Letter of Authorization or with respect to a default under Section 8.1(c). In the event that such Operator Event of Default shall continue after the expiration of all applicable periods provided herein to the Owner to cure or cause Operator to cure such occurrence. Contractor may pursue one or more of the following remedies: (i) terminate this Agreement by giving written notice thereof to Operator and Owner and immediately, upon receipt of such notice by Operator, this Agreement shall terminate, and (ii) bring an action in a court of competent jurisdiction for its damages, if any. Punitive, uncertain, remote, contingent or speculative damages shall not be recoverable by Contractor.

8.3 Contractor Event of Default. Each of the following acts or omissions of Contractor or occurrences shall constitute a "Contractor Event of Default."

(a) Failure or refusal by Contractor to timely pay the Sales Fee or any other sum due hereunder upon the expiration of a period of ten (10) days following receipt of written notice to Contractor of such failure; provided, however, it is expressly agreed that Contractor shall only be entitled to two (2) such notices in any calendar year and that the third (3rd) or successive such failure or refusal in any calendar year shall constitute a Contractor Event of Default immediately upon its occurrence without the necessity of any notice or opportunity to cure being given to Contractor by Operator whatsoever;

(b) Except as provided in Section 8.3(c), failure of Contractor to perform or observe any of its other obligations or covenants of this Agreement upon the expiration of a period of thirty (30) days following receipt of written notice to Contractor of such failure, or, if such default cannot be cured within such thirty (30) day period, then within such additional reasonable period of time (but in no event more than an additional sixty (60) days) as Contractor may require in the exercise of continuous and diligent good faith efforts to effect a cure; provided, however, it is expressly agreed that Contractor shall only be entitled to two (2) such notices in any calendar year and that the third (3rd) or successive such failure in any calendar year shall constitute a Contractor Event of Default immediately upon its occurrence without the necessity of any notice or opportunity to cure being given to Contractor by Operator whatsoever;

(c) Material failure of Contractor to provide mandated Services with respect to any event for which Contractor is obligated to provide such Services hereunder.

(d) (i) Contractor shall make an assignment for the benefit of creditors; (ii) Contractor shall file a voluntary petition in bankruptcy or seek relief under any bankruptcy or insolvency law; (iii) Contractor shall be finally adjudicated bankrupt or insolvent, or a receiver of all or any portion of Contractor's property shall be appointed in any judicial proceedings and such appointment shall not have been discharged, dismissed or set-aside within ninety (90) days;

(iv) there shall be filed against Contractor an involuntary petition under any bankruptcy or insolvency law and such petition shall not be discharged or dismissed within ninety (90) days;

(e) Except as permitted by Article IX hereof, Contractor shall assign this Agreement or any rights or interests of Contractor hereunder or permit any other person, firm or corporation to exercise any part of the Sales Concession without the prior written consent of Operator (which consent may be granted or withheld in Operator's sole discretion);

(f) Contractor shall have any license or permit that is essential or material to the performance of the Sales Concession revoked or limited in any manner which prevents Contractor from operating the Sales Concession substantially as contemplated hereunder; provided, however, that any such revocation or limitation resulting from (i) the acts or omissions of Operator or Owner or (ii) the failure of Contractor to comply with, or perform, Legal Requirements adopted or imposed by a Governmental Authority which can not be complied with by Contractor through the exercise of its reasonable best efforts and taking into account all relevant factors shall not constitute a Contractor Event of Default hereunder;

(g) Failure of Contractor to deliver to Operator certificates of insurance required under Section 7.1 and copies of any and all licenses and permits required to be obtained hereunder by Contractor on or before the date of the first Public Event, but only to the extent that such failure is not due to (i) the failure of Operator, Owner or anyone acting on behalf of same, to provide Contractor any certificates, permits or approvals necessary in connection with Contractor's efforts to obtain such licenses and permits in sufficient time to permit Contractor to reasonably obtain such licenses and permits prior to the date of the first Public Event, (ii) delays in the construction schedule of the Facility, or (iii) to delays in the installation and final hook-up of the Service Equipment.

8.4 Remedies for Contractor Event of Default. Whenever any Contractor Event of Default shall occur, Operator may, at its option, if such is still continuing after the expiration of all applicable periods provided herein to the Contractor to cure, in addition to all other rights and remedies available at law or equity, terminate this Agreement by giving written notice thereof to Contractor, and immediately, or at any time thereafter, take full possession of the Service Equipment and the Service Areas and remove Contractor and all persons and property occupying or using any part of the Facility under this Agreement from the Facility, either by summary proceedings or by any suitable action or proceedings at law. No removal or other exercise of dominion by Operator shall be deemed to be or to constitute a conversion, Contractor hereby consenting after any Contractor Event of Default to the aforesaid exercise of dominion over Operator's property in the Facility. Contractor agrees that any re-entry by Operator may be without the necessity for any legal proceedings, and Operator following a Contractor Event of Default shall not be liable in trespass or otherwise.

Notwithstanding anything to the contrary contained in this Agreement, and without waiving any of Operator's other rights under this Agreement on account of a Contractor Event of Default, Operator shall have the right of access to and use of the Service Areas and Service

Equipment to provide to patrons of the Facility the services to be provided by Contractor under this Agreement under circumstances in which immediately prior to an event (previously scheduled and actually held) in the Facility either (i) Contractor acting through its authorized representative has informed or informs Operator that it is unable or unwilling to provide the services required by this Agreement for such event or (ii) without Operator being informed of such inability or unwillingness in accordance with (i) above, Operator reasonably believes, immediately prior to such event, that Contractor will not or cannot provide any such services to the Facility for such event. In any such event, any proceeds or receipts derived from such operation by Operator (or its designee) for such period of time that Operator (or its designee) is operating the Sales Concession shall belong solely to Operator without any accountability to Contractor therefor and any expenses incurred by Operator (or such designee) in operating the Sales Concession during such period shall be paid out of any such proceeds derived therefrom; provided, however, that in the event Operator (or such designee) sustains a loss in connection therewith (i.e., the proceeds derived therefrom are less than the cost and expenses of any such operation), then, in such event, all such losses incurred by Operator (or such designee) as a result thereof shall be repayable by Contractor to Operator upon demand. Operator's remedies shall be cumulative, non-exclusive and in addition to those available at law or in equity.

Furthermore, Operator shall, without waiving any of Operator's other rights under this Agreement on account of a Contractor Event of Default, upon the occurrence of a Contractor Event of Default, have the right, but shall not be obligated, and without waiving such Contractor Event of Default, to take such action as may be necessary to remedy such Contractor Event of Default on behalf of, and for the account of, Contractor, and upon Operator taking such remedial action Contractor shall be obligated to and hereby agrees to pay Operator, upon demand, all costs, expenses, and disbursements incurred by Operator in taking such remedial action.

8.5 Additional Termination Rights.

(a) In the event that the Facility is not substantially completed on or before February 1, 1997 (after taking into account the exclusion of the Supplemental Equipment and Improvements from the determination of substantial completion), Contractor shall have the right to terminate this Agreement by delivering written notice thereof to Operator and Owner within ten (10) days of such date. Upon termination of this Agreement as contemplated hereby, Owner shall be obligated to reimburse Contractor for all direct expenses incurred by Contractor in connection with the performance or preparation for performance by Contractor of any and all Services prior to such termination within thirty (30) days after delivery of records of receipts reasonably acceptable to Owner.

(b) Operator and/or Owner shall have the right to terminate this Agreement upon the occurrence of a Change in Control of Contractor.

ARTICLE IX

MISCELLANEOUS

9.1 Transferability. Except with respect to a Permitted Transfer, as hereinafter defined, Contractor shall not, without the prior written approval of the Operator (which approval shall be within the sole, absolute and unfettered discretion of the Operator), sell, transfer, convey, assign or dispose of, this Agreement or any of Contractor's rights hereunder or mortgage, pledge or hypothecate any such rights or grant any concession or license with respect to the rights granted hereby, and any attempt to do any of the foregoing (each of the foregoing being sometimes hereinafter referred to as a "Transfer") shall be void and of no effect whatsoever. Any Transfer of this Agreement by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the Voting Stock in Contractor outstanding at the time of execution of this instrument (or at any future time) shall constitute a Transfer for purposes of this Agreement. For purposes of this Section 9.1, the term "Voting Stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation involved. For the purposes hereof, the term "Permitted Transfer" shall mean a Transfer by the Contractor to a corporation, if, but only if:

(a) The corporation is an Affiliate of Contractor; and

(b) The Conditions to a Transfer (as hereinafter defined) are fully complied with. In no event shall Contractor make any public offer of a Transfer through any medium of public advertising, without first obtaining the written consent of the Operator. Notwithstanding that the prior express written permission of the Operator to any Transfer may have been obtained, the following conditions ("Conditions to a Transfer") shall additionally apply to any Transfer, including any Permitted Transfer:

(c) The Contractor shall cause the transferee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Contractor under this Agreement, and such transferee shall be jointly and severally liable therefor along with Contractor;

(d) At the time of such Transfer, the Contractor shall not be in default under any provision of this Agreement;

(e) At the time of such Transfer, the Contractor shall be fully current and have fully paid and satisfied all monetary obligations arising under this Agreement;

(f) Signed counterparts of all instruments relative thereto (executed by all parties to such Transfer with the exception of the Operator) shall be submitted by the Contractor to the Operator prior to or contemporaneously with a request for the Operator's written consent thereto (it being understood that no such instrument shall be effective in the case

of a Transfer, including a Permitted Transfer, without the prior written consent of the Operator; and

(g) In any case where the Operator consents (or is deemed to consent) to a Transfer, the undersigned Contractor will nevertheless remain directly and primarily liable for the performance of all of the covenants, duties and obligations of the Contractor hereunder that arise or accrue prior, on or after the effective date of such Transfer, and Operator shall be entitled to enforce the provisions of this Agreement against the undersigned Contractor without demand upon or proceeding in any way against any such transferee.

9.2 Right to Inspect. Operator, its officers, employees and agents shall at all times have the right to enter into the Service Areas and to inspect the Service Areas and the conduct of business by Contractor in the Facility. Operator shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Facility. If Contractor fails to maintain and clean the Service Equipment or the Service Areas as provided in this Agreement, Operator shall have the right to remedy such failure and any such maintenance, or cleaning under such circumstances shall be done for Contractor's account and at Contractor's cost and expense. Contractor shall promptly reimburse Operator for any such expense upon demand.

9.3 Relocation of Service Areas. Operator reserves the right, with reasonable advance notice and at its expense, to relocate any of the Service Areas if such relocation is, in the complete exercise of Operator's discretion, desirable for the convenient operation of the Facility or any part thereof so long as such relocation provides Contractor with reasonably comparable facilities and space within the Facility. Operator shall reimburse Contractor for all reasonable relocation costs incurred by Contractor.

9.4 Relationship of Parties. The relationship created by this Agreement is that of principal and independent contractor. Neither the provisions for the payment of the Sales Fee nor any other provision of this instrument shall be construed in such a way as to constitute Contractor and Operator or Owner as joint venturers or partners or to make Contractor the agent of Operator or Owner or to make Operator or Owner liable for the debts of Contractor. The provisions of this instrument relating to Sales Fees based upon a percentage of receipts are included solely for the purpose of providing a method for measuring the payment of fees for the granting of the rights herein granted to Contractor. No officer, employee, agent, servant or independent contractor of Contractor shall at any time be deemed to be an employee, servant or agent of Operator or Owner for any purpose whatsoever. Contractor shall require all such persons to refrain from making any representation by word or act whereby it might be understood or believed that they are employees, servants or agents of Operator or Owner.

9.5 Facility Contract. In no event shall Contractor have any prior right of approval with respect to any modification, renewal, extension or termination of the Facility Contract.

9.6 Transfer of Ownership of Facility; Non-Disturbance and Attornment.

Owner has the right to and presently intends to transfer the Facility to the Sports Authority upon completion of construction. In such event, Operator, as agent for Owner, covenants that Owner shall cause the Sports Authority or any other successor in interest to the Owner to assume any of its then unfulfilled and/or continuing performance obligations under this Agreement, including, but not limited to, its obligation to permit Contractor to continue to enjoy all of the rights granted to Contractor hereunder for so long as no Contractor Event of Default exists or as otherwise provided herein, and the foregoing shall be binding upon the Sports Authority or any such successor in interest. In consideration thereof, Contractor, upon request, will attorn to any successor in the interest of Owner. It is further understood by Owner and Operator that in the event of termination or expiration of the Facility Contract in accordance with its terms, Operator's rights and obligations shall be automatically transferred to and assumed by the successor contractual manager or operator (should one be retained by Owner) or the then current Owner of the Facility as applicable. Owner shall have the right to assign and transfer its rights hereunder in connection with such transfer of the Facility; and upon such assignment, such transferring Owner shall be relieved of all continuing or unvested obligations hereunder.

9.7 Confidentiality of Information. During the term of this Agreement,

Contractor (its Affiliates, officers, directors, shareholders, employees, agents and representatives) may gain access to or be exposed to certain information and trade secrets of Operator and/or its Affiliates, whether relating to Operator's operations at the Facility or otherwise (other than information which is already in the public domain or generally known in the industry, or which is required to be disclosed in connection with any litigation proceedings between the parties to this Agreement, subject, however, in such latter case, to the right of Operator and/or Owner to obtain protective orders with respect thereto) (the "Confidential Information"). Accordingly, Contractor agrees, for itself (and on behalf of each of its Affiliates, officers, directors, shareholders, employees, agents and representatives) that the Confidential Information shall remain strictly confidential and shall not be disclosed to any individual, corporation, partnership, association, trust or other entity without the prior written consent of Operator. The obligation set forth herein to maintain the confidentiality of the Confidential Information shall survive the termination or expiration of this Agreement hereof and may be enforced by injunctive relief or other equitable or legal remedy without the necessity of proving the inadequacy of legal remedies and without proving that Operator or any of its Affiliates would suffer irreparable harm as a result of a violation of such obligation.

9.8 Applicable Area. Except with respect to Outside Catering, this Agreement

shall in no respect be applicable to any part of the Nashville area other than the Facility and shall in no event authorize Contractor to exercise the Sales Concession on the street and sidewalks adjacent to the Facility or other facilities as they now exist or may be hereafter developed unless first approved in writing by Operator. If, however, at the request of, or with the approval of, Operator and with the acceptance of Contractor, Contractor shall furnish any services comparable to the Sales Concession in any of such areas or in any such additional facilities as shall be designated by Operator, Contractor agrees that the furnishing of such services shall be deemed to be the operation of the Sales Concession for the purpose of this Agreement and that prior to

furnishing such services in each instance, Operator and Contractor shall agree upon a method or formula for the payment of a Sales Fee with respect to such services, if Operator and Contractor agree that such fees are appropriate.

9.9 No Design Rights; Advertising of Names. Contractor acknowledges and agrees that Contractor has not been granted any right or interest in the Design Rights hereunder. Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or business of any of its subsidiaries or affiliates in the Facility or on the streets and sidewalks adjacent to the Facility or use the name of the Facility once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without Operator's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or Operator unless the same shall have been previously approved in writing by both Contractor and Operator.

9.10 Notices. Notices, approvals or other communications provided for herein shall be validly given or made if in writing and delivered by hand or facsimile, nationally recognized delivery service, mailed registered or certified return receipt requested (postage prepaid, and with a copy mailed simultaneously by first class mail) as follows:

To Contractor:

Sportservice Corporation
438 Main Street
Buffalo, New York 14202
Attn: Office of the President
Telephone: 716/858-5000
Facsimile: 716/858-5056

With a copy to:

Sportservice Corporation
438 Main Street
Buffalo, New York 14202
Attn: General Counsel
Telephone: 716/858-5000
Facsimile: 716/858-5056

Marian F. Harrison, Esq.
Willis & Knight
215 Second Avenue, North
Nashville, Tennessee 37201

Telephone: (615) 259-9600
Facsimile: (615) 259-3490

To Operator:

Leisure Management International
Pre-Opening:

150 Second Avenue North
Nashville, Tennessee 37201
Telephone: (615) 880-2850
Facsimile: (615) 880-2856
Attn: Vice President

Post-Opening:

501 Broadway
Nashville, Tennessee 37203
Telephone: (615) 880-2850
Facsimile: (615) 880-2856
Attn: Vice President

With Copy to:

John A. Blaisdell
President
Leisure Management International
Eleven Greenway Plaza, Suite 3000
Houston, Texas 77046
Telephone: (713) 623-4583
Facsimile: (713) 622-4134

and

Denis Clive Braham, Esq.
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Metropolitan Government of Nashville
and Davidson County
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and

Executive Director
Metropolitan Development & Housing Agency
701 South Sixth Street
Nashville, Tennessee 37206
Telephone: (615) 252-8410
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and

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and

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or at such other address or addresses as may be specified by either party hereto by written notice delivered to the other as provided herein. Any such notice if sent in accordance with the provisions of this Section 9.10 shall be deemed delivered in all events on the date of delivery upon the sender's receipt of a confirmation of delivery if sent by facsimile, hand delivery or delivery source or within five (5) days following the deposit thereof in the U.S. mails as above provided.

9.11 Amounts Owing. All sums provided to be paid hereunder, if not paid when due, shall bear interest at the Default Rate. In the event that either party hereto defaults in the performance of its obligations hereunder and the other party brings any action or suit or proceeding to enforce its rights hereunder, the party prevailing in such suit or proceeding shall be entitled to collect from the other party in addition to all other damages and awards to which it is entitled, all reasonable attorney's fees and all other costs incurred in such proceeding.

9.12 Non-Waiver. No waiver by either party of any default in the terms, covenants, or conditions hereof to be performed, kept or observed by the other shall be construed to be or act as a waiver of any subsequent default of any of such terms. Acceptance of the Sales Fee by Operator for any period or periods after a default of any of the terms, conditions and covenants herein contained shall not be deemed a waiver of any right or remedy of Operator.

9.13 Entire Agreement. This Agreement together with the Letter of Authorization contains the entire understanding between the parties and may not be modified except by written instrument executed by both parties hereto. No prior or contemporaneous oral or written agreements, bid solicitation, bid responses or other materials shall be binding on the parties unless expressly incorporated herein by reference.

9.14 Nature of Agreement. IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM OPERATOR OR OWNER TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE SALES CONCESSION AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY OPERATOR, OWNER OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.

9.15 Force Majeure. The following events shall constitute events of Force Majeure hereunder: acts of God, strikes and/or lock-outs (except as provided in Section 4.2(f) hereof), other industrial disturbances, acts of the public enemy, laws, rules and regulations of Government Authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery (the foregoing not intended to relieve Contractor from its repair and maintenance obligation under this Agreement), any interruption of the Utility Systems, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs, interruption in transportation or supply service or in telecommunications or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure"). Financial inability of any party to perform its obligations under this Agreement shall not be considered Force Majeure as to that party. Legal Requirements of Metro specifically directed at Contractor and not of general application which deprive Contractor of its rights and benefits under this

Agreement shall not be considered Force Majeure for the benefit of Operator or Owner. In the event of an Event of Force Majeure with respect to any party, such party shall be relieved of the duty to perform its obligations hereunder (to the extent such performance is prevented or hindered by the applicable event of Force Majeure) until such time as the Force Majeure has been alleviated and in such event no such non-performance shall be an Event of Default hereunder; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

9.16 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, without regard to the conflicts of laws principles thereof, calls for performance in Nashville, Davidson County, Tennessee and venue for any dispute arising hereunder shall lie exclusively in the state courts of Nashville, Davidson County, Tennessee.

9.17 Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.

9.18 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections and Subsections thereof shall refer to the corresponding Article, Section or Subsection of this Agreement unless specific reference is made to the articles, sections or subsections of another document or instrument.

9.19 Consent. Where "consent" or "approval" of or "authorization" (in the aggregate, a "Consent") from any party to this Agreement to any other party to this Agreement is required hereunder, such Consent shall mean, in the case of the Operator, the Consent of its General Manager at the Facility, or such other representative as may be designated, from time to time, in writing, by Operator, and in the case of Contractor, the Consent of its General Manager at the Facility or such other representative as shall be designated in writing, from time to time, by Contractor. Each party hereto agrees that, except as otherwise provided in this Agreement, whenever the prior Consent of a proposed action is required, it will not unreasonably withhold or delay such Consent. Each party also agrees that if it fails to either approve or disapprove a request for a Consent for a period of twenty (20) days (after receipt of a written request therefor) or such other time period as may be otherwise required pursuant to any particular provision of this Agreement, such Consent shall be deemed denied.

9.20 Estoppel Certificates. Contractor shall, from time to time upon the request of Operator or Owner, execute and deliver to the Operator or Owner, as the case may be, a

statement satisfactory to both Operator and Owner in form and substance reasonably acceptable to such parties certifying to the extent true and ascertainable:

- (a) That this Agreement constitutes the entire agreement between Operator, on behalf of Owner, and Contractor, and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);
- (b) The date to which the Sales Fees hereunder have been paid;
- (c) That Operator and Owner are not in default under this Agreement (or under the Letter of Authorization) and that, to the best of Contractor's knowledge, no circumstance exists which, with the giving of notice, the passage of time, or both would constitute a default by Operator or Owner hereunder or thereunder or if a default is claimed to exist, the nature thereof;
- (d) The expiration date of the Term;
- (e) Any other matters relating to the status of this Agreement or the condition of the Facility that Operator or Owner may reasonably request. Such statement shall be delivered to Owner and/or Operator (as the case may be) no later than twenty (20) business days after Contractor's receipt of a request therefor.

9.21 Sovereign Immunity. Contractor acknowledges and agrees that the sovereign immunity of Owner shall not apply to Contractor, nor any subcontractor, agent, employee or insurer of Contractor. Accordingly, neither Contractor nor any subcontractor, agent, employee or insurer of Contractor shall plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty of the Contractor under this Agreement.

9.22 Applicability to National Basketball Association Team. Operator and Contractor acknowledge and agree that in the event that Operator and/or Owner secures a National Basketball Association ("NBA") franchise (an "NBA Team"), which NBA Team utilizes the Facility as its "home" arena, then any and all references in the Agreement to the "NHL" or the "NHL Team" shall be deemed to likewise apply to the "NBA" of the NBA Team irrespective as to whether the NHL Team in fact utilizes the Facility for its NHL Home Games.

9.23 Street Vendors. Owner shall use its reasonable efforts to cause the adoption or amendment of such Legal Requirements as shall be necessary in order to make available to the Facility the same protections against prohibited sales as afforded the Nashville Convention Center under Chapter 6.32 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County.

9.24 Limitations on Legal Requirements. Notwithstanding anything contained herein, the parties hereto hereby acknowledge and agree that the power and authority to adopt, rescind or amend laws for Nashville and Davidson County resides with the Metropolitan County Council and that nothing contained herein shall (i) in any way obligate the Metropolitan County Council to adopt, rescind or amend any applicable Legal Requirements, or (ii) subject Owner or Operator to any liability on account of the Metropolitan County Council's failure to adopt, rescind or amend any applicable Legal Requirements.

EXECUTED in multiple counterparts, each of which shall be deemed an original
as of the 2nd day of October, 1996.

OWNER:

LMI/HHI, Ltd., a Texas limited partnership, as
agent for the Metropolitan Development and
Housing Authority

By: Russell A. Simons
Name: Russell A Simons
Title: VICE PRESIDENT

OPERATOR:

LMI/HHI, LTD., a Texas limited
partnership

By: Russell A. Simons
Name: Russell A Simons
Title: VICE PRESIDENT

CONTRACTOR:

SPORTSERVICE CORPORATION, a New
York corporation

By: Gordon C. Smith
Name: Gordon C. Smith
Title: Vice President

EXHIBIT "A"

LETTER OF AUTHORIZATION

Metropolitan Development and Housing Agency
701 SOUTH SIXTH STREET • NASHVILLE, TENNESSEE • TELEPHONE (615) 252-8410
TELEPHONE DEVICE FOR DEAF (615) 252-8599
FAX (615) 252-3677

Gerald F. Nicely
Executive Director

October 2, 1996

Mailing Address: P. O. Box 846
Nashville, TN 37202

Sportservice Corporation
438 Main Street
Buffalo, New York 14202

Leisure Management International
150 Second Avenue North, Suite 135
Nashville, Tennessee 37201

RE: Nashville Arena Catering and Concession

Dear Gentlemen:

This letter is being issued by the Metropolitan Development and Housing Agency ("MDHA"), as agent for the Metropolitan Government of Nashville and Davidson County ("Metro"), in connection with that certain Catering and Concession Agreement, by and between LMI/HHI, Ltd., a Texas limited partnership, d/b/a Leisure Management International (the "Operator"), and Sportservice Corporation, a New York corporation (the "Contractor") of even date herewith (the "Concession Agreement"). Capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Concession Agreement.

Operator and Contractor have both requested, as a precondition to the execution of the Concession Agreement, that MDHA, as agent for Metro, acknowledge the obligations of Owner with respect to the Facility as described in the Concession Agreement.

In consideration for the benefits it will receive, directly and indirectly, by virtue of the Concession Agreement, MDHA, as agent for Metro, hereby:

1. Approves all terms and conditions of the Concession Agreement; accepts all obligations of the Owner thereunder; and authorizes and empowers Operator to execute such agreement on behalf of, and as agent for, MDHA and in its capacity as contractual manager and operator of the Facility and to deliver same to Contractor.

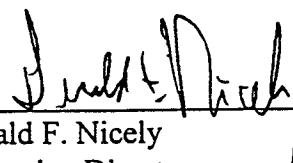
2. Acknowledges that LMI is the contractual manager and operator of the Facility pursuant to the Facility Contract and, under the terms of the Facility Contract, has the authority to act as the Operator under the Concession Agreement; and agrees to be bound by the terms of Section 9.19 of the Agreement.

Sportservice Corporation
Leisure Management International
October 2, 1996
Page 2

3. Agrees to recognize Contractor's rights under the Concession Agreement for so long as no Contractor Event of Default has occurred and except as otherwise provided in the Concession Agreement.

Very truly yours,

Metropolitan Development and Housing Agency



Gerald F. Nicely
Executive Director

Acknowledged and agreed to this 2 day of October 1996.

LMI/HHI,Ltd.

By: Ronald A. Smith
Name:
Title:

Sportservice Corporation:

By: Stephen C. French
Name:
Title:

EXHIBIT "B"

INITIAL EQUIPMENT AND IMPROVEMENTS

**APPROVED BUDGET
NASHVILLE ARENA
FF&E COSTS**

DOLLARS	LOCATION	DESCRIPTION	PLAN PAGES REVISION DATES
\$165,462	Event Level	Partial Main Commissary	FS-2.1-1.1 R. 2/1/96
\$102,612	Event Level	Partial Main Commissary	FS-2.1-2.1 R. 2/1/96
\$29,644	Event Level	Concession Stand 1.05.02	FS-2.1-3.1 R. 2/1/96
\$7,915	Event Level	Green Room Pantry 1.21.06	FS-2.1-3.1 R. 2/1/96
\$6,534	Event Level	Media Catering Pantry 1.11.01	FS-2.1-3.1 R. 2/1/96
\$153,112	Main Concourse	Food Court Concessions (5) 2.04.03, 2.05.04, 2.06.01, 2.07.01, 2.08.03	FS-2.2-4.1 R. 2/1/96
\$129,271	Main Concourse	Concession Stands (4) 2.19.01, 2.17.01, 2.36.01, 2.35.01	FS-2.2-5.1 R. 2/1/96
\$19,543	Main Concourse	Concession Stand 2.11.01	FS-2.2-7.1 R. 2/1/96
\$37,099	Main Concourse	Vendor Depot 2.35.02 and Catering Pantry 2.B10.05	FS-2.2-6.1 R. 2/1/96
\$67,552	Club Level	Bar/Grill Concession 4.01.03	FS-2.4-8.1 R. 2/1/96
\$115,910	Club Level	Grill/Pizza 4.19.02 and Hot Dog 4.08.01	FS-2.4-9.1 R. 2/1/96
\$65,680	Upper Concourse	Concession Stands (3) 5.09.01, 5.13.01, 5.05.01	FS-2.5-10.01 R. 2/1/96
\$9,417	Upper Concourse	Beer Room 5.16.01	FS-2.5-11.1 R.-2/1/96
\$36,608	Upper Concourse	Grill/Pizza Concession 5.18.04	FS-2.5-11.1 R.-2/1/96
\$103,241	Upper Concourse	Suite Pantry, Ice Cream, Vendor Depot, Grill Pizza 3.R9.04, 5.35.03, 5.01.01, 5.01.04	FS-2.5-12.1 R.-2/1/96
\$28,700	Various	10 Traulsen G222020 Freezers	
\$17,618	Various	10 Traulsen G10010 Refrigerators (Above for use if beer coolers unable to be used for food storage)	
\$31,027	Stand #5	Items 653, 655, 658, 661, 662, 663, 664, 665, 667, 668, 671, 672, 673, 677, 678 & 681	FS02.5-11.1 R6.01
\$1,126,945		Subtotal Equipment	
\$169,042		Tax & freight @ 15% estimated	
\$169,042		Installation & final hook-up @15% estimated	
\$60,000		Smallwares allowance - concessions, existing suites & meeting rooms	
\$128,000		Portable allowance	
\$56,347		Contractor fee @ 5% of equipment costs	
\$85,469		Contingency @ 5% of total	
\$1,794,845		TOTAL BUDGET	

EXHIBIT "B-1"

SUPPLEMENTAL EQUIPMENT AND IMPROVEMENTS

Exhibit B-1
Supplemental Equipment and Improvements

1. Service Equipment for three concession stands generally as specified in the Drawings.
2. Point of sale equipment for concession stands as mutually agreed.
3. Hand-held sales/charge system for Club seating, as mutually selected.
4. All Smallwares for 44 suites not completed at this time.
5. One pantry (with food service equipment as specified in the Drawings) to be used for providing food services to the suites and one vendor pantry.
6. Restaurant/Private Club built generally comparable those existing in the arenas described in the definition for Quality Arena Standards, but within an overall budget of approximately \$2.2MM for leasehold improvements, utilities, furniture, fixtures, equipment pos system, smallwares, signage and graphics.

EXHIBIT "C-1 and C-2"

SERVICE AREAS

EXHIBIT "D"

SMALLWARES

CONCESSIONS SMALLWARES

ITEM DESCRIPTION	SIZE / COLOR	MANUFACTURER / COMMENTS	QTY. PER PACKAGE	QTY.	UNIT PRICE	TOTAL PRICE	PO NUMBER
BEER TAP MARKERS		SUPPLIED BY DISTRIBUTOR		185		0.00	
ICE SCOOP	6 OZ	CAMBRO #SCP6CW	12 EA.	144	1.87	269.28	1156
JUMBO ICE SCOOP	64 OZ	WEAREVER #4752	3 EA.	12	23.49	281.88	1190
ICE BUCKET (SMALL)	10 GAL	GRAY / RUBBERMAID	6 EA.	36	7.40	266.40	1190
ICE BUCKET (LARGE)	20 GAL	RUBBERMAID	6 EA.	24	11.64	279.36	1190
ICE CADDY (WITH WHEELS)	NEED DOOR WIDTHS	CAMBRO #IC175T	1 EA.	24	339.75	8,154.00	1156
WATER COOLER	COUNTER TOP	SUPPLIED BY DISTRIBUTOR		30		0.00	
JUICE COOLER	COUNTER TOP	SUPPLIED BY DISTRIBUTOR		6		0.00	
COFFEE DECANTER	GLASS / BLACK	BUNN-O-MATIC	24 EA.	24	4.39	103.36	1198
COFFEE CONDIMENT HOLDER	6-COMP	CAMBRO #6R6	1 EA.	30	47.70	1,431.00	1156
COFFEE BRUSH		CHECK MACHINES PURCHASED	6 EA.	30	4.80	144.00	1190
WATER DECANTER		CHECK MACHINES PURCHASED		30		0.00	
NAPKIN DISPENSER CONCESSION		PROMO? CHECK WITH BABIN		120		0.00	
BEVERAGE NAPKIN DISPENSER		PROMO? CHECK WITH BABIN		12		0.00	
CONDIMENT STATIONS	2 - PUMPS 5 - ITEM	4" SERVER PRODUCTS		30	255.00	7,650.00	1182
TONGS (ROLLER GRILL)	6"	CAMBRO #TG6	12 EA.	48	0.81	38.88	1156
TONGS (CHARBROIL/GRIDDLE)	9"	ALLIED STAINLESS STEEL TULID	12 EA.	72	1.95	140.40	1199
FORK FOR MEAT	15"	LINCOLN #69520	6 EA.	12	9.45	113.40	1191
#200 STAINLESS STEEL PANS	FULL PAN	APW 12 X 20 X 2 1/2 #13102	6 EA.	96	8.68	833.28	1180
#200 STAINLESS STEEL PANS	HALF PAN	APW 12 X 10 X 2 1/2 #13323	6 EA.	72	5.97	429.84	1180
#200 STAINLESS STEEL PANS	THIRD PAN	APW 12 X 7 X 2 1/2 #13303	6 EA.	36	5.29	190.44	1180
#400 STAINLESS STEEL PANS	FULL PAN	APW 12 X 20 X 4 #13104	6 EA.	24	13.03	312.72	1180
#400 STAINLESS STEEL PANS	HALF PAN	APW 12 X 10 X 4 #13324	6 EA.	24	8.45	202.80	1180
#400 STAINLESS STEEL PANS	THIRD PAN	APW 12 X 7 X 4 #13334	6 EA.	24	7.34	176.16	1180
STAINLESS STEEL LIDS FOR PANS	HINGED	APW 20 X 12 X 2 1/2 #16150 DOME HINGED	4 EA.	48	49.28	2,365.44	1180
CUTTING BOARD	8 X 10	KATCHALL #CB810-1/2	6 EA.	12	4.90	58.80	1200
CUTTING BOARD (LARGE)	12 X 24	KATCHALL #CB124-3/4	4 EA.	30	14.20	426.00	1200
#10 CAN OPENER - HAND HELD	HEAVY DUTY	HALCO #407	1 EA.	48	5.22	250.96	1190
BOTTLE OPENER		AMERICAN METAL BC-39	6 EA.	12	3.25	39.00	1190
UTILITY KNIFE W/RAZOR EDGE FOR CUTTING BOXES		STANLEY	1 DZ.	5 DZ.	4.74	21.20	1190
CHOPPING KNIFE		FORSCHNER #40521	1 EA.	12	14.50	174.00	1201
SERRATED KNIFE FOR ROLLS		FORSCHNER #40549	1 EA.	12	8.75	105.00	1201
MEAT SLICING KNIFE		FORSCHNER #40542	1 EA.	24	11.75	282.00	1201
CO 2 WRENCH	SODA	PROMO THRU ?		60		0.00	
CO 2 WRENCH	9-WAY	IRISH CARBONIC		24	3.50	84.00	1207
NACHO CHEESE LADLE	3 OZ	CHECK MACHINE PROMO		60		0.00	
NACHO CHEESE SPATULA	RUBBER 9 5/8"	RUBBERMAID		60	0.80	48.00	1190
NACHO CHEESE DISPENSER INSERT BOWLS	#10 CAN ?	CHECK MACHINE - PROMO?		72		0.00	
NACHO CHEESE STORAGE CONTAINER	4 QT	CAMBRO #RFSCW4	12 EA.	30	3.76	112.80	1156
		CAMBRO (LID) #RFSCWC2	12 EA.	30	1.06	31.80	1156
JALAPENO PEPPER STORAGE CONTAINER	2 QT	CAMBRO #RFSCW2	12 EA.	24	2.21	53.04	1156
		CAMBRO (LID) #RFSCWC2	12 EA.	24	1.06	25.44	1156
JALAPENO PEPPER TONGS	SMALL 6"	VOLLRATH - STAINLESS STEEL		48	1.08	51.84	1190
JALAPENO SERVING TRAY WITH LID	1/2 SIZE X 2 1/2" DEEP	CAMBRO #22CW	6 EA.	30	3.74	112.20	1156
		CAMBRO (LID) #20CWCH	6 EA.	30	2.86	85.80	1156
POPCORN SCOOP		STAINLESS STEEL	12 EA.	24	7.66	183.84	1208
POPCORN SEED MEASURING CUP	32 OZ.	CAMBRO #100 MCCW		18	4.25	76.50	1156
POPCORN OIL MEASURING CUP	32 OZ.	CAMBRO #100 MCCW		18	4.25	76.50	1156
POPCORN SALT MEASURING CUP	1 CUP	CAMBRO #25 MCCW		24	2.03	48.72	1156
SS POPCORN SALT SHAKER		CAMBRO #96SKRD		24	1.83	43.92	1156
POPCORN SEED CONTAINER W/LID	22 QT. BUCKET	PWB22 W/CAMBRO #RFSC12	6 EA.	18	8.03	144.54	1264
BUTTER DISPENSER W/LADLE		APW/WYOTT #W4-PKG	1 EA.	18	135.00	2,430.00	1180
PRETZEL SPONGE (NATURAL)		LAKESIDE DISTRIBUTORS		6	9.35	56.10	1209
PRETZEL SPONGE TRAY	1/2 SIZE X 2 1/2" DEEP	CAMBRO #22CW	6 EA.	6	3.74	22.44	1156
INSERTS FOR CONDIMENT	1/6 SIZE 4" DEEP	APW		90	4.98	448.20	1180
PRETZEL SALT TRAY W/LID	1/2 SIZE X 4"D	CAMBRO #24CW	6 EA.	6	4.50	27.00	1156

CONCESSIONS SMALLWARES

Page 2

ITEM DESCRIPTION	SIZE / COLOR	MANUFACTURER / COMMENTS	QTY. PER PACKAGE	UNIT	TOTAL PRICE	P.O. NUMBER
S/S FRENCH FRY SCOOP		CAMBRO (LID) #200WCH	6 EA.	6	2.86	17.16
S/S FRENCH FRY SALT SHAKER		PRINCE CASTLE 252-RH		24	18.04	432.96
VINEGAR SQUIRT BOTTLE	12 OZ.	ALLIED #SDS10	12 EA.	24	3.43	82.32
PIZZA PANS	15" ROUND	PRINCE CASTLE 252-RH	1 DZ.	2	5.44/DZ	10.88
PIZZA PAN GRIPPERS		ALLIED #SRPS15	12 EA.	250	11.50	2,875.00
PIZZA CUTTER/WHEEL		ALLIED #PGD1	12 EA.	12	2.45	29.40
PIZZA ROUND CUTTING BOARD	16 1/2"	LINCOLN #68704	6 EA.	18	9.45	170.10
PIZZA SAUCE LADLE	6 OZ?	KATCHALL	1 EA.	18	13.90	250.20
PIZZA STORAGE CONTAINERS (SAUCE)	4 QT	CAMBRO #RFSCW4	12 EA.	10	3.76	37.60
		CAMBRO (LID) #RFSCWC2	12 EA.	10	1.06	10.60
PIZZA STORAGE CONTAINERS (CHEESE)	18 X 12 X 6	CAMBRO #12186CW	6 EA.	12	9.47	113.64
		CAMBRO (LID) #1218CCW	6 EA.	12	4.64	55.68
PIZZA STORAGE CONTAINERS (PEPPERONI)	12 X 12 X 8	CAMBRO #12SFSCW	6 EA.	12	7.16	85.92
		CAMBRO (LID) #SFC12	6 EA.	12	1.60	19.20
PIZZA STORAGE CONTAINERS (SAUSAGE)	12 X 12 X 8	CAMBRO #12SFSCW	6 EA.	12	7.16	85.92
		CAMBRO (LID) #SFC12	6 EA.	12	1.60	19.20
PIZZA STORAGE CONTAINERS (OTHER)	12 X 12 X 8	CAMBRO #12SFSCW	6 EA.	12	7.16	85.92
		CAMBRO (LID) #SFC12	6 EA.	12	1.60	19.20
OVEN MITTS	LONG	PARVIN #TGF17	12 EA.	96	2.20	211.20
PIZZA ROUND DISPLAY TRAYS	16" ALUMINUM	ALLIED #T15	12 EA.	80	2.16	172.80
PIZZA PADDLES	15"	ALLIED #PI618S	12 EA.	8	8.55	68.40
PIZZA SPATULA	8" X 3" 3 BLADE	FORSCHNER #40296	1 EA.	16	10.75	172.00
PORTION SCALE	32 OZ.	EDLUND	1 EA.	24	40.23	965.52
50 LB. SCALE		PELOUZE #YG800	1 EA.	2	38.61	77.22
METAL GRILL SPATULA LONG HANDLE	4" X 3"	ALLIED #GTW20	12 EA.	36	4.60	163.60
TOMATO SLICER		LINCOLN #643N	1 EA.	6	159.20	955.20
MEAT STORAGE CONTAINERS W/LID	18 X 12 X 6	CAMBRO #12186CW	6 EA.	72	9.47	681.84
		CAMBRO (LID) #1218CCW	6 EA.	72	4.64	334.08
MEAT STORAGE CONTAINERS W/LID	18 X 12 X 3 1/2"	CAMBRO #12183CW	6 EA.	36	7.47	268.92
		CAMBRO (LID) #1218CCW	6 EA.	36	1.64	59.04
CONDIMENT STORAGE CONTAINERS W/LID	GALLON/ ROUND	CAMBRO #RFSCW4	6 EA.	84	3.76	313.84
		CAMBRO (LID) #RFSCWC2	6 EA.	84	1.06	89.04
CONDIMENT STORAGE CONTAINERS W/LID	3 GALLON ROUND	CAMBRO #RFSCW12	6 EA.	48	7.88	378.24
		CAMBRO (LID) #RFSCWC12	6 EA.	48	3.02	144.96
SOUP STORAGE CONTAINER W/LID	4 QT	CAMBRO #RFSCW4	12 EA.	6	3.76	22.56
		CAMBRO (LID) #RFSCWC2	12 EA.	6	1.06	6.36
VEGETABLE CONTAINERS W/LID	2 QT	CAMBRO #RFSCW2	12 EA.	24	2.21	53.04
		CAMBRO (LID) #RFSCWC2	12 EA.	24	1.06	25.44
CONDIMENT SERVING SPOONS	11"	DELCO	36 EA.	100	1.13	113.00
2 OZ. LADLE		ALLIED #LD02	12 EA.	48	2.90	139.20
4 OZ. LADLE		ALLIED #LD04	12 EA.	24	4.35	104.40
4 OZ. BBQ SCOOP	ICE CREAM SCOOP	ALLIED #DISH8	12 EA.	8	6.35	50.80
ICE CREAM CONE DISPENSER		DISPENSE-RITE #705-D-S		4	162.50	650.00
HOT FUDGE DISPENSER		APW/WYOTT #W4-PKG (W/LADLE)	1 EA.	2	135.00	270.00
CHOCOLATE DIP WARMER		APW/WYOTT #W-4	1 EA.	2	102.60	205.20
ICE CREAM SPADE		ALLIED #SPAD9	12 EA.	6	3.15	18.90
ICE CREAM SCOOP		ALLIED #DISH16	12 EA.	12	6.35	76.20
SERVING SPOONS FOR TOPPINGS		DELCO	12 EA.	24	1.13	27.12
TOPPING STORAGE CONTAINER W/LIDS	1 QT	CAMBRO #RFSCW1	12 EA.	24	1.62	38.88
		CAMBRO (LID) #RFSCWC1	12 EA.	24	0.59	14.16
SOFTSERVE STORAGE CONTAINER W/LID	2 GALLON	CAMBRO #RFSCW8	12 EA.	12	5.58	66.96
		CAMBRO (LID) #RFSCWC6	12 EA.	12	1.33	15.96
TOPPING STORAGE CONTAINER W/LID	GALLON/ ROUND	CAMBRO #RFSCW4	12 EA.	2	3.76	7.52
		CAMBRO (LID) #RFSCWC2	12 EA.	2	1.06	2.12
CAKE CUTTING KNIFE		FORSCHNER #40196	1 EA.	6	13.00	78.00

CONCESSIONS SMALLWARES

Page 3

ITEM DESCRIPTION	SIZE / COLOR	MANUFACTURER / COMMENTS	QTY. PER		UNIT	TOTAL	P.O. #
			PACKAGE	QTY.			
PIE/CAKE SPATULA		FORSCHNER #40391	1 EA.	6	6.50	39.00	1201
DISPLAY PANS (COOKIES)	11 1/2" X 17 3/4"	CAMBRO #1218MT	12 EA.	6	5.06	30.36	1156
DISPLAY PANS (BROWNIES)		CAMBRO #1218MT		6	5.06	30.36	1156
DISPLAY PANS (CAKES)	10 1/8" X 15"	CAMBRO #1015MT	12 EA.	12	4.14	49.68	1156
STAINLESS STEEL PAILS W/LIDS	3 GALLON	J. ROSE #7513	1 EA.	8	23.32	186.56	1190
ESPRESSO FROTHING CUP	7 1/4 OZ. S/S	VOLLRATH #46018	12 EA.	1	2.95	2.95	1190
CANDY DISPLAY RACK		PROMO - MM MARS?		24		0.00	
CARMEL CORN RACK		PROMO - SANARA		24		0.00	
PEANUT DISPLAY RACK		PROMO - CHECK WITH K. DRAYER		40		0.00	
COUNTER TOP SOUP WARMER	11 QT.	APW #RCW-11	1 EA.	4	98.00	392.00	1180
11 QT. INSERT		APW WYOTT #21395		4	14.39	57.56	1180
11 QT. INSERT COVER		APW WYOTT #22795		4	6.46	25.84	1180
MOP BUCKET WITH RINGER	35 QT.	BUCKET	1 EA.	25	27.97	699.25	1190
		WRINGER	1 EA.	25	47.72	1,193.00	1190
MOP HANDLE (SCREW TYPE)		ABCO #40117	12 EA.	25	1.90	47.50	1203
MOP HEADS (SCREW TYPE)	20 OZ.	ABCO #CM22020	1 DZ.	4	28.90	115.60	1203
BROOM (STANDARD)		ABCO #BRI001	6 EA.	36	4.92	177.12	1203
BROOM (PUSH KIND)	24" LENGTH	ABCO #BH11004	1 EA.	12	6.35	76.20	1203
HANDLE FOR PUSH BROOM		ABCO #HL80008	1 EA.	12	1.63	19.56	1203
DUSTPAN	LOBBY	ABCO #BH26004	1 EA.	36	7.48	269.28	1203
HAND HELD METAL DUST PAN		ABCO #BH26002				0.00	
SQUEEGEE W/HANDLE	24" FLOOR	ABCO #BH14004	1 EA.	6	8.16	48.96	1203
HANDLE FOR FLOOR SQUEEGEE		ABCO #HL90002	12 EA.	6	1.30	7.80	1203
20 GALLON GARBAGE CAN W/LIDS		RUBBERMAID #2620	6 EA.	60	12.29	737.40	1190
		RUBBERMAID LID #2619 (WHITE)	6 EA.	60	3.33	199.80	1190
44 GALLON GARBAGE CAN		RUBBERMAID #2643	4 EA.	40	23.29	931.60	1190
		RUBBERMAID LID #2645		40	7.82	312.80	1190
SPILL BUCKETS	2 GALLON	RUBBERMAID #2963	6 EA.	48	3.66	175.68	1190
CLEANING BUCKETS	3-1/2 GAL.	RUBBERMAID #2614	6 EA.	48	5.78	277.44	1190
FATIGUE MATTING PRICE ROLL/GREASE	39" X 58 1/2"	AKRO COMMISSARY FOR GRILL & FRY STATIONS		1	36.28	36.28	1190
GRILL STONE		ACS	1 DZ.	2	9.51	19.22	1190
GRILL SCRAPER W/BLADE		LINCOLN REDCO #1101	1 EA.	18	24.60	442.80	1181
MESH (CUT PROOF) GLOVES		PARVIN	1 EA.	6	15.79	94.74	1202
*GRIDDLE CLEANING BRUSH	W/SCRAPER	SPARTA #40671-00		16	2.75	44.00	1190
*GRIDDLE DRAIN BRUSH		SPARTA #40151-00		16	3.00	48.00	1190
*FRYER STRAINER		FRYMASTER		21		0.00	
*FRYER CLEANING BRUSH		SPARTA #40151-00	12 EA.	21	3.00	63.00	1190
*WIRE SKIMMER		J. ROSE #3165	1 EA.	21	4.62	97.02	1190
*DRAIN BUCKETS	5 GALLON	MIROIL #40LC	1 EA.	36	85.20	3,067.20	1190
HAND SOAP DISPENSER		PROMO ?		44		0.00	
HAND TOWEL DISPENSER		PROMO ?		44		0.00	
OAISIS CLEANING RACK SYSTEM		PROMO ? ECO LAB		21		0.00	
UTILITY CARTS (CLEANERS)	JANITOR	RUBBERMAID #6152		10	93.09	930.90	1190
FIRST AID KITS		PROMO - ZEE MEDICAL		5	34.40	172.00	1210
POCKET THERMOMETER		COOPER #1236-32	6 EA.	48	4.15	199.20	1204
MEAT THERMOMETER		COOPER #323	6 EA.	6	5.20	31.20	1204
BUS PANS	STANDARD	CAMBRO #1722CBCW	12 EA.	36	12.11	435.96	1156
SPRAY BOTTLES (CLEANING)	QUART	PROMO - ECO LAB		96	0.00	0.00	
IN SEAT TRASH CONTAINERS	55 GALLON	RUBBERMAID #2655		24	38.32	919.68	1190
		RUBBERMAID (DOME COVER) #2657		24	41.42	994.08	1190
IN SEAT VENDING TRAYS	TAVERN TAN	CAMBRO #1418CT		60	7.50	450.00	1156
IN SEAT VENDING INSERTS		GREAT LAKES PLASTIC		60	15.00	900.00	1206
CALCULATOR		VENDING/IN-SEAT		5		0.00	
CLOCK RADIO		VENDING/IN-SEAT		5		0.00	
SODA VENDING TRAYS		PROMO THRU?		40		0.00	
INSULATED PRETZEL COOLERS		PROMO THRU?		72		0.00	
INSULATED VENDING ICE CREAM COOLERS		PROMO THRU?		12		0.00	
BEER VENDING TRAYS		PROMO THRU?		48		0.00	
CANDY VENDING TRAYS		PROMO THRU?		12		0.00	
ICE SHOVEL SW717	ALUMINUM (ICE HOUSE)	H. DALUM #12		1	29.95	29.95	1211

CONCESSIONS SMALLWARES

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ITEM DESCRIPTION	SIZE/COLOR	MANUFACTURER/COMMENTS	QTY. PER PACKAGE	QTY.	PRICE	TOTAL PRICE	ITEM NUMBER
POPCORN VENDING TRAYS		GOLD MEDAL		12	43.75	525.00	1208
RAKE (ICE HOUSE)		GRAINGER #5W758		1	45.86	45.86	1211
JET SPRAY	2 FLAVOR	PROMO THRU?		6		0.00	
EXTENSION CORDS	10' WITH GROUND	#2W393		24	3.22	77.28	1211
MULTI PURPOSE HOSE & NOZZLE	100'	#2P293 #1P888		1	125.19	125.19	1211
PERFORATED SHEET TRAYS VERIFY FULL SIZE SHEET PAN		LINCOLN #9002P	12 EA.	60	13.02	781.20	1181
TRASH TILT TRUCKS		RUBBERMAID #1305		8	290.64	2,325.12	1190
TABLE TOP CAN OPENERS	#10 CANS	LINCOLN REDCO #BC04	1 EA.	4	58.75	235.00	1181
						TOTAL	\$59,899.37

BAR SMALLWARES

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ITEM DESCRIPTION	SIZE / COLOR	MANUFACTURER / COMMENTS	QTY. PER PACKAGE	UNIT QTY.	UNIT PRICE	TOTAL PRICE	P.O. NUMBER
FRUIT TRAYS	3 SLOT	DISTRIBUTOR	1 EA.	5	20.77	103.85	1190
SILVER SHAKER	12 OZ. CUP	AMERICAN METALCRAFT #1502	1 EA.	10	3.20	32.00	1190
SILVER STRAINER			1 EA.	10	1.67	16.70	1190
TALL BAR SPOONS	11"	DELCO	1 EA.	12	1.13	13.56	1190
SALT & PEPPER SHAKERS	SET	(MATCHES)	1 DZ.	5 SETS	10.14/CASE	10.14	1190
FATIGUE FLOOR MATS	9' X 2'	TEKNOR APEX - BLACK	1 EA.	4 ROLLS	54.50	218.00	1190
BAR MATTING	2' X 6'	KATCHALL #PL-0403	1 EA.	1 ROLL	27.00	27.00	1200
STORM POURERS	15 - 1 QT.	CARLISLE SILITE (1 QT.)	6 EA.	15	3.35	50.25	1190
	15 - 2 QT.	CARLISLE SILITE (1/2 GALLON)	6 EA.	15	3.68	55.20	1190
LIQUOR MEASURE JIGGER	1 OZ.	ALREADY IN AUD CLUB	1 EA.	10	2.64	26.40	1190
DUPE SPINDLE	CHROME	AMERICAN METALCRAFT	1 EA.	10	1.04	10.40	1190
BARTENDER GUIDE	SMALL	BOSTON BARTENDING GUIDE	ORDER BY UNIT	5		0.00	
SPEED RACKS	42"	SINGLE RACK - STAINLESS		10	38.27	382.70	1190
WASH SYSTEM		WARING #BGW10	1 EA.	2	192.85	385.70	1205
MUDDLER	8" WOOD	STANDARD	1 EA.	5	1.25	6.25	1190
BLENDER	48 OZ.	WARING #MMB142 W/PROMO CARAFE	1 EA.	5	163.40	817.00	1205
BLENDER PITCHERS		WARING #CAC12		10	30.40	304.00	1205
RESERVED SIGNS & STANDS	4"	SILVER HEAVY BASE	12 EA.	36	SIGN 33	11.88	1190
		AMERICAN METALCRAFT	12 EA.	36	STAND 5391	194.04	1190
PITCHERS	60 OZ.	CAMBRO BOUNCER III #P600CV	6 EA.	24	3.76	90.24	1156
WINE OPENERS	PULL TOP	PROMOTE - WING TYPE	1 EA.	20		0.00	
SALTER (RIMMER)		PROMOTE	1 EA.	5	10.80	54.00	1210
CUTTING BOARD	12" X 10" X 1/2"	KATCHALL #CB1012	6 EA.	6	4.90	29.40	1200
TONGS	6"	VOLLRATH STAINLESS - POM STYLE	12 EA.	12	0.43	5.16	1190
BULLETIN BOARD	3" X 2"	CORK - PROMOTE	1 EA.	1	24.20	24.20	1190
HAND SOAP DISPENSER		PROMOTE		5		0.00	
HAND TOWEL DISPENSER		PROMOTE		5		0.00	
PUFF BRUSH	10"	CARLISLE #40008	6 EA.	6	10.25	61.50	1190
CROCK	5 1/8" X 5 X 1/4"	CAMBRO #CPI2	12 EA.	12	2.34	28.08	1156
STORAGE CONTAINER	12 QT.	CAMBRO #RFSCW12	6 EA.	6	7.88	47.28	1156
		CAMBRO (LID) #RFSCWC12	6 EA.	6	3.02	18.12	1156
						TOTAL	\$3,023.05

EXHIBIT "E"

MINORITY PARTICIPATION GOALS
[Fair Employment Practice Statement]

Appendix 7

Fair Employment Practice Statement**AFFIDAVIT**

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ of _____ (Concessionaire) and that by its employment policy, standards and practices, the Concessionaire does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Concessionaire is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And further Affiant sayeth naught.

Signature _____

Type/Print Name _____

Sworn to and subscribed before me on this _____ day of _____, 19____.

NOTARY PUBLICMY COMMISSION EXPIRES:

HO950810137
041095brc1
228:8167-52

Appendix 7

Fair Employment Practice Statement

AFFIDAVITSTATE OF NEW YORK)COUNTY OF ERIE)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the Vice President of Sportservice Corporation (Concessionaire) and that by its employment policy, standards and practices, the Concessionaire does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Concessionaire is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And further Affiant sayeth naught.

Signature



Type/Print Name

Gordon C. Smith

Sworn to and subscribed before me on this 7th day of October, 1996.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

1/31/98

ANNETTE M. SKOBJAK
Notary Public, State of New York
Qualified in County of Erie
My Commission Expires Jan 31, 1998

ASSIGNMENT AND ASSUMPTION

Sportservice Corporation ("Assignor") of 438 Main Street, Buffalo, New York 14202 hereby assigns unto Smoky Mountain Sportservice, Inc. ("Assignee") of 438 Main Street, Buffalo, New York 14202 all rights, title and interest it has or may have under and with respect to the Agreement described on Exhibit A.

Dated: as of November 1, 1996

Sportservice Corporation

By: John Smith

ASSUMPTION

In consideration for the foregoing Assignment, Assignee does hereby assume and covenant to perform all of the obligations of Assignor contained in the Agreement described on Exhibit A and covenants to indemnify, defend and hold Assignor harmless from and against any and all liabilities, costs and damages arising therefrom.

Dated: as of November 1, 1996.

Smoky Mountain Sportservice, Inc.

By: Robert Smith

04/24/98 11:59:29 AM

1000 P.03

Exhibit A

Catering and Concession Agreement by and between LMI/HHI Ltd. d/b/a Leisure Management International and Sportservice Corporation dated October 2, 1996 (the "Concession Agreement").

A certain Letter Agreement by and between Metropolitan Development & Housing Agency, Sportservice Corporation and LMI/HHI Ltd. d/b/a Leisure Management International dated October 2, 1996.

24-1998-16:29 P.03/03
NASHVILLE HOCKEY CLUB

APR-24-1998 16:29 DELaware North Co Inc 7168585056 P.03/03

SECOND AMENDMENT TO CATERING AND CONCESSION AGREEMENT

This Second Amendment to Catering and Concession Agreement ("Second Amendment") is made and entered into as of the _____ day of _____, 2000, by and between **Powers Management, LLC**, a Tennessee limited liability company, with offices at 501 Broadway, Nashville, Tennessee 37202 ("Operator"), and **Smoky Mountain Sportservice, Inc.**, a Tennessee corporation with offices at 40 Fountain Plaza, Buffalo, New York 14202 ("Contractor").

WITNESSETH:

WHEREAS, pursuant to that certain Catering and Concession Agreement, dated as of October 2, 1996, by and between LLM/HHI, Ltd. d/b/a Leisure Management International ("LMI"), as agent for the Metropolitan Government of Nashville and Davidson County and the Metropolitan Development and Housing Agency (collectively, "Metro"), and Sportservice Corporation ("Sportservice"), Sportservice was granted the right and obligation to provide certain food and beverage services at the Gaylord Entertainment Center in Nashville, Tennessee f/k/a the Nashville Arena (the "Facility") (such Agreement, as amended by that certain Amendment to Catering and Concession Agreement, dated October 8, 1998, hereinafter the "Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption, dated November 1, 1996, by and between Sportservice and Contractor, Sportservice assigned all of its rights under the Agreement to Contractor, a wholly-owned subsidiary of Sportservice, and Contractor assumed all of the obligations of Sportservice under the Agreement;

WHEREAS, pursuant to that certain Quitclaim Deed, dated as of December 18, 1996, by and between Metro and the Sports Authority of the Metropolitan Government of Nashville and Davidson County (the "Sports Authority"), Metro transferred ownership of the Facility to the Sports Authority;

WHEREAS, upon termination of the Facility Contract and pursuant to the terms of that certain Operating and Management Agreement, dated as of June 25, 1997, by and between the Sports Authority and Operator (the "Management Agreement"), the Sports Authority granted Operator the exclusive right to operate and manage the Facility;

WHEREAS, pursuant to Section 9.6 of the Agreement, LMI's rights and obligations under the Agreement have been automatically transferred to and assumed by Operator as the successor contractual manager and operator of the Facility; and

WHEREAS, Operator and Contractor have agreed to amend the terms and conditions of the Agreement in the manner hereinafter set forth in this Second Amendment;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Operator and Contractor agree to amend the Agreement as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined in this Second Amendment shall have the same meaning as in the Agreement.

2. Renovation of the Club Seat Bar, Club Grille, and Other Service Areas. As part of this Second Amendment and in consideration for certain rights granted to Contractor hereunder, Contractor agrees to invest Nine Hundred Thousand Dollars (\$900,000) in the design, construction and installation of leasehold improvements and utilities, and for equipping, furnishing and fixturing of certain Service Areas in the Facility. More specifically, Contractor hereby agrees to invest in the design, construction and installation of leasehold improvements and utilities, and for equipping, furnishing and fixturing of the Club Seat Bar, as defined in Paragraph 3 below and as more specifically detailed in Exhibit "C-3", such investment to include, but not be limited to, the purchase and installation of certain leasehold improvements, decorations, furnishings, furniture, fixtures, equipment, Small Equipment, Smallwares, and point of sale communications and computer equipment necessary for the preparation, storage and service of Refreshments in the Club Seat Bar, all as more fully detailed in Paragraph 5 below and Exhibit "B-2". Operator and Contractor hereby specifically acknowledge and agree that the work performed and equipment installed in the Club Seat Bar shall be substantially in accordance with certain Construction Drawings and Documents prepared by Streck/Martin Architects of Brentwood, Tennessee, dated June 19, 2000, which are attached as part of Exhibit "C-3", and that Contractor will be primarily responsible for hiring and supervising the contractor and obtaining any necessary licenses or permits for the work to be performed in the Club Seat Bar. To the extent that the work to be performed and/or the equipment to be included in the Club Seat Bar deviates or is changed from the specifications detailed on Exhibit "C-3" and/or Exhibit "B-2", the parties shall mutually agree upon any such deviation or change. Furthermore, Contractor hereby agrees to invest in the renovation of the Club Grille which is located on the Club Suite level of the Facility, as more specifically shown on Exhibit "C-2", such investment to include, but not be limited to, the purchase and installation of certain leasehold improvements, decorations, furnishings, furniture, fixtures, equipment, Small Equipment, and Smallwares, and point of sale communications and computer equipment necessary to the preparation, storage and service of Refreshments in the Club Grille, all as more fully detailed in Paragraph 5 below and Exhibit "B-2". Operator and Contractor hereby specifically acknowledge and agree that the parties will mutually agree upon all aspects of the renovation of the Club Grille and that Contractor will be primarily responsible for hiring and supervising the Contractor and obtaining any necessary licenses or permits for the Club Grille. To the extent Contractor expends less than Nine Hundred Thousand Dollars (\$900,000) in the aggregate in the construction and equipping, furnishing and fixturing of the Club Seat Bar and the renovation in the Club Grille, Contractor agrees to expend such differential on mutually acceptable renovations and/or improvements to other Service Areas in the Facility. Contractor shall retain ownership of all Contractor Owned Equipment and Improvements, as defined in Paragraph 5 below; provided, however, that upon termination or expiration of the Agreement, or upon the closing of the Club Seat Bar and conversion of such space into Suites or other use in accordance with the terms of Paragraph 6 below, Contractor shall, upon the request of Operator, remove any and all of the Contractor Owned Equipment and Improvements, and repair any damage caused by their removal.

3. Amendment to Section 1.1. Section 1.1 of the Agreement is amended to add the following defined term:

“Club Seat Bar” shall mean that certain area designated as the Club Seat Bar on Exhibit "C-3", which is attached hereto and incorporated herein for all purposes.”

Operator and Contractor hereby acknowledge that the Club Seat Bar shall be located in the area presently occupied by “Conner’s Corner” and “The Music Box.”

4. Amendment to Section 1.1. Section 1.1 of the Agreement is hereby amended to delete the existing definition of "Service Areas" and to substitute the following language therefore:

"Service Areas" shall mean (i) those certain storage, kitchen and other areas of the Facility outlined and cross-hatched on those Drawings of the Facility attached hereto as Exhibit "C-1" and incorporated herein for all purposes, (ii) following the completion of the Supplemental Equipment and Improvements detailed in Exhibit "B-1", those areas of the Facility outlined and cross-hatched on the Drawings of the Facility attached hereto as Exhibit "C-2" and incorporated herein for all purposes, and (iii) following the installation and completion of the Contractor Owned Equipment and Improvements detailed in Exhibit "B-2" and Exhibit "C-3", those areas of the Facility outlined and cross-hatched on the Drawings of the Facility attached hereto as Exhibit "C-3" and incorporated herein for all purposes."

5. Amendment to Section 1.1. Section 1.1 of the Agreement is hereby amended to add the following defined term:

"Contractor Owned Equipment and Improvements" shall mean all removable and reusable improvements, furniture, fixtures, equipment, Small Equipment, Smallwares and other assets purchased and installed by Contractor in the Club Seat Bar and Club Grille in accordance with Exhibit "B-2" and/or Exhibit "C-3" (excepting only those assets for which it received reimbursement therefor from Owner or Operator)."

Contractor shall be responsible for the upkeep and replacement of the Contractor Owned Equipment and Improvements.

6. Addition of Section 2.2(f). The following is added as Section 2.2(f) of the Agreement:

"2.2(f). Notwithstanding the exclusive rights set forth in Section 2.1 above and notwithstanding any other provision of this Agreement, in light of Operator's responsibility under the Management Agreement to perform its obligations and responsibilities under the Management Agreement at all times with integrity, good faith and in a manner which is in the best interests of the Facility and Nashville and Davidson County, in the event Operator, in its sole discretion, determines that the continued operation of the Club Seat Bar is not the best use of such space with respect to the overall operation of the Facility, then Operator shall be entitled to close the Club Seat Bar and convert such space into Suites or such other use as shall most benefit the Facility, as determined by Operator, in its sole discretion. In such event, upon the written request of Operator or at Contractor's discretion, Contractor shall remove all of the Contractor Owned Equipment and Improvements located in the area occupied by the Club Seat Bar."

7. Amendment to Section 6.1(a). Section 6.1(a) of the Agreement is hereby amended to delete the existing language in its entirety, and the following language is substituted therefore:

“6.1(a). The term of this Agreement (the “Term”) shall commence on the Commencement Date. The Term shall expire at midnight local time on October 1, 2013, unless sooner terminated in accordance with the terms and conditions of this Agreement or unless extended in accordance with Section 6.1(b) below.”

8. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which, when so executed, shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

9. Ratification. The terms and provisions set forth in this Second Amendment shall modify and supercede all inconsistent terms and provisions set forth in the Agreement, and, except as expressly modified and superceded by this Second Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. Operator and Contractor agree that the Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

10. Binding of Successors and Assigns. This Second Amendment is binding upon and shall inure to the benefit of Operator, Contractor, and the Sports Authority and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by themselves, or their duly-authorized representatives, as of the date and year first written above.

OPERATOR:
Powers Management, LLC

By: _____
Name: _____
Title: _____

CONTRACTOR:
Smoky Mountain Sportservice, Inc.

By: _____
Name: _____
Title: _____

Acknowledged and approved by:

The Sports Authority of the Metropolitan Government of Nashville and Davidson County, a public, non-profit Tennessee corporation

By: _____
Richard Lodge, Chair

ATTEST:

Kevin P. Lavender
Secretary/Treasurer

Exhibit B-2

[Contractor Owned Equipment for the Club Seat Bar and Club Grille]

EXHIBIT C-3

[Location in the Facility of Club Seat Bar]